

---

**Contract Documents  
for  
Main Pump Station Upgrade  
Rockland County Sewer District No. 1  
Contract No. RFB-RC-SWR-CIP 2020-02**



**Rockland County Sewer District No. 1  
Rockland County, New York**

---

PREPARED BY:



Environmental Design & Research, Landscape Architecture,  
Engineering & Environmental Services, D.P.C.  
217 Montgomery Street, Suite 1100  
Syracuse, New York 13202



It is a violation of the New York State Education Law for any person unless he is acting under the direction of a licensed professional engineer, to alter an item on this specification in any way. If an item is altered, the altering engineer shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

## **ROCKLAND COUNTY SEWER DISTRICT NO. 1**

### **ROCKLAND COUNTY, NEW YORK**

Ed Day, County Executive

### **BOARD OF SEWER COMMISSIONERS**

George Hoehmann - Chairman

Patrick Carroll

Kevin Connell

Richard Diaz

Michael Genito

Teresa Kenny

Seth Lehman

Alan Simon

Michael Specht

Joseph Tursi

Michael Saber, PE, Executive Director

### **COUNTY LEGISLATURE**

Alden Wolfe - Chairman

Christopher Carey

Harriett Cornell

Toney Earl

Charles Falciglia

James Foley

Michael Grant

Los Hofstein

Jay Hood, Jr.

Douglas Jobson

John McGowan

Aney Paul

Laurie Santulli

Philip Soskin

Vincent Tyer

Aron Wieder

Itamar Yeger

## TABLE OF CONTENTS

	<u>Page</u>
NOTICE TO BIDDERS .....	1-3

### INSTRUCTIONS FOR BIDDERS

1. Definitions.....	ITB-1
2. Preparation and Submission of Bids .....	ITB-2
3. Bid Security .....	ITB-3
4. Return of Bid Security .....	ITB-3
5. Interpretation of the Proposal and the Contract.....	ITB-3
6. Examination of Bid Documents, Contract, and Work Site .....	ITB-4
7. Modification of Proposals .....	ITB-5
8. Withdrawal of Bids.....	ITB-5
9. Permits and Licenses .....	ITB-6
10. Statement of Bidder's Qualifications.....	ITB-6
11. Power of Attorney.....	ITB-6
12. Federal Laws, State Laws and Regulations .....	ITB-6
13. Subcontractor .....	ITB-6
14. Debarments, Suspensions, and Voluntary Exclusions .....	ITB-6
15. Signature Requirements.....	ITB-7
16. Award of Contract.....	ITB-7
17. Disqualification of Bidders .....	ITB-8
18. Execution of Contract .....	ITB-9
19. Contract Executory.....	ITB-9
20. Non-Discrimination in Employment .....	ITB-10
21. Not Applicable .....	ITB-11
22. Pre-Work Conference.....	ITB-11
23. Exemption from Sales and Compensating Use Taxes .....	ITB-11
24. Insurance Requirements .....	ITB-12
25. Not Applicable .....	ITB-12
26. Contract Provisions Required by NYS.....	ITB-12
27. Use of MBE/WBE Businesses and Equal Employment Opportunity Requirements.....	ITB-18
28. Affirmative Action Policy Statement.....	ITB-19
29. Not Applicable .....	ITB-19
30. State Wage Schedule and Regulations.....	ITB-19
31. Equal Employment Opportunity.....	ITB-22
32. Not Applicable .....	ITB-24
33. State Wage Rates .....	ITB-24
34. Resolution No. 207 of 1992, Establishing Hiring Guidelines for County Public Works Contractors .....	ITB-24
35. Project Labor Agreement .....	ITB-24
36. Solid Waste Disposal .....	ITB-25

### PROPOSAL – GENERAL CONSTRUCTION

Bid Forms, <b>Contract No. RFB-RC-SWR-CIP-2020-02</b> .....	PG-1
Statement of Required Disclosures, Representations and Certifications .....	PG-7
Statement of Participation in Contracts Subject to the Non-Discrimination Clause.....	PG-8
Disclosure of Political Contributions Pursuant to Chapter 33 of the Rockland County Code .....	PG-9
Disclosure of Supplier Responsibility Statement.....	PG-10

## **TABLE OF CONTENTS (cont'd)**

Affirmative Action Plan Certification .....	PG-11
Business Dealings in Northern Ireland-MacBride Principles .....	PG-12
Certification of Compliance with the Iran Divestment Act.....	PG-13
Certification Regarding Boycott, Divest and Sanctions (BDS) Activities .....	PG-14
Certificate of Non-Collusion .....	PG-15
Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity .....	PG-16
References.....	PG-17
Consent of Surety .....	PG-18
Certificate of Workers Compensation Experience Modification .....	PG-19
Contract Forms Required for SRF Funded Projects .....	PG-20

<b>BID BOND</b> .....	BB-1
-----------------------	------

<b>CONTRACT</b> .....	C-1
-----------------------	-----

### **GENERAL CONTRACT CONDITIONS**

1. Introduction.....	GCC-1
2. Contract Documents.....	GCC-1
3. Intent of Documents and Instructions .....	GCC-1
4. Definitions.....	GCC-2
5. Provisions Required by Law Deemed Inserted .....	GCC-3
6. Progress Payments .....	GCC-3
7. Other Prohibited Interests .....	GCC-5
8. Notice and Service Thereof.....	GCC-5
9. Disputes .....	GCC-6
10. Litigation.....	GCC-7
11. Use of Completed Portions .....	GCC-7
12. Contract Drawings and Specifications.....	GCC-8
13. Checking Plans and Specifications .....	GCC-8
14. Plans and Specifications: Interpretations .....	GCC-9
15. Additional Instructions and Detail Drawings .....	GCC-10
16. Record Drawings.....	GCC-10
17. Reference to Standards .....	GCC-11
18. Shop Drawings.....	GCC-13
19. Responsibility of the Contractor .....	GCC-16
20. Materials and Workmanship.....	GCC-16
21. Sources of Material .....	GCC-17
22. Standard Products.....	GCC-17
23. Equal, Substitution .....	GCC-18
24. Appliances, Equipment, Etc. ....	GCC-20
25. Contractor's Title to Materials.....	GCC-20
26. Certificates .....	GCC-20
27. Nameplates .....	GCC-21
28. Samples .....	GCC-21
29. Inspection.....	GCC-21
30. Tests .....	GCC-22
31. Costs of Tests .....	GCC-23
32. General Arrangement.....	GCC-23
33. Spare Parts and Data.....	GCC-23

## **TABLE OF CONTENTS (cont'd)**

34.	Tools and Accessories .....	GCC-24
35.	Operations and Maintenance Manuals .....	GCC-24
36.	Equipment Installation .....	GCC-26
37.	Additional Engineering Services .....	GCC-26
38.	Site Investigation .....	GCC-26
39.	Borings and Test Pits .....	GCC-27
40.	Not Applicable .....	GCC-28
41.	Survey and Stakeout .....	GCC-29
42.	Materials .....	GCC-29
43.	Control Survey .....	GCC-29
44.	Datum of Plans .....	GCC-29
45.	Progress Photographs .....	GCC-29
46.	Area to be Occupied by Contractor .....	GCC-31
47.	Protection of Property .....	GCC-31
48.	Existing Structures and Utilities .....	GCC-32
49.	Supervision-Competent Workers .....	GCC-33
50.	Inspectors .....	GCC-34
51.	Storage and Handling of Materials .....	GCC-35
52.	Protection of Work and Materials .....	GCC-36
53.	Protection of Traffic .....	GCC-37
54.	Traffic Control .....	GCC-38
55.	Work Along Highways, Railroads, Waterways, Airports, Etc. ....	GCC-38
56.	Hours of Work .....	GCC-39
57.	Inclement Weather .....	GCC-40
58.	Dust Hazard .....	GCC-40
59.	Accident Prevention .....	GCC-40
60.	Temporary Light and Power .....	GCC-41
61.	Temporary Water Service .....	GCC-42
62.	Temporary Heat .....	GCC-42
63.	Sanitary Regulations and Provisions .....	GCC-42
64.	Field Offices .....	GCC-42
65.	Project Sign .....	GCC-45
66.	Cleanup .....	GCC-45
67.	Royalties and Patents .....	GCC-46
68.	Permits and Licenses .....	GCC-46
69.	Laws, Taxes .....	GCC-47
70.	Hours and Wages .....	GCC-47
71.	Posting Minimum Wage Rates .....	GCC-48
72.	Payroll Records .....	GCC-49
73.	Apprentices .....	GCC-49
74.	Computation of Wages on Eight-Hour Day; Overtime Compensation .....	GCC-49
75.	Wage Underpayments and Adjustments .....	GCC-50
76.	Payment of Employees .....	GCC-50
77.	Anti-Kickback Clause .....	GCC-50
78.	Notice to Proceed .....	GCC-51
79.	Construction Schedule .....	GCC-51
80.	Additional Submittals .....	GCC-59
81.	Subcontracting .....	GCC-59
82.	Not Applicable .....	GCC-60
83.	Changes to the Contract .....	GCC-60

## **TABLE OF CONTENTS (cont'd)**

84.	Pricing of Changes .....	GCC-61
85.	Mutual Accord and Satisfaction .....	GCC-65
86.	Deductions for Uncorrected Work .....	GCC-65
87.	Time of the Essence .....	GCC-65
88.	Correction of Work Before Final Payment .....	GCC-65
89.	Warranty of Work .....	GCC-66
90.	Correction of Work After Certificate of Substantial Completion .....	GCC-67
91.	Additional or Substitute Bond .....	GCC-67
92.	Liens .....	GCC-68
93.	Assignment .....	GCC-68
94.	Not Applicable .....	GCC-69
95.	No Waiver of Legal Rights .....	GCC-69
96.	Not Applicable .....	GCC-69
97.	Estimates and Payments .....	GCC-70
98.	Owner's Right to Withhold Payments .....	GCC-71
99.	Final Inspection and Time of Completion .....	GCC-71
100.	Certificate of Completion .....	GCC-72
101.	Termination for Default-Damages-Time Extension .....	GCC-72
102.	Delays and Time Extensions .....	GCC-73
103.	Removal of Equipment and Supplies .....	GCC-75
104.	Power of Contractor to Act in an Emergency .....	GCC-75
105.	Contractor's Insurance .....	GCC-75
106.	Contractor's Claim For Damage .....	GCC-79
107.	Indemnity, Defense of Actions or Suits .....	GCC-79
108.	Mutual Responsibility of Contractors .....	GCC-80
109.	Owner's Control Shall Not Limit Contractor's Responsibility or Risk .....	GCC-81
110.	Soil Erosion and Sediment Control Plan .....	GCC-81
111.	Not Applicable .....	GCC-81
112.	Enumeration of Plans .....	GCC-82
113.	Not Applicable .....	GCC-83
114.	Not Applicable .....	GCC-83
115.	Sale of Tangible Personal Property to Contractor or Subcontractor .....	GCC-83
116.	Acceptance and Final Payment .....	GCC-86
117.	Optional Termination .....	GCC-87
118.	Not Applicable .....	GCC-88
119.	Not Applicable .....	GCC-88
120.	Land for the Contractor's Use .....	GCC-88
121.	Drainage .....	GCC-89
122.	Minimum Noise .....	GCC-90
<b>SPECIAL CONTRACT CONDITIONS .....</b>		<b>1</b>
<b>PROJECT SIGN .....</b>		<b>1</b>

## **TABLE OF CONTENTS (cont'd)**

### **TECHNICAL SPECIFICATIONS**

#### **DIVISION 1 - GENERAL REQUIREMENTS**

01010	Summary of Work.....	1 thru 7
01150	Measurement and Payment.....	1 thru 6
01300	Submittals.....	1 thru 6
01320	Photographic Documentation.....	1 thru 3
01500	Temporary Facilities.....	1 thru 9
01540	Temporary Bypass Pumping.....	1 thru 10
01564	Erosion Control.....	1 thru 8
01640	Equipment - General.....	1 thru 15
01660	Testing and Startup.....	1 thru 8
01700	Closeout and Record Documents.....	1 thru 3

#### **DIVISION 2 - EXISTING CONDITIONS**

02030	Demolition.....	1 thru 4
02112	Pavement Cutting.....	1 thru 2
02141	Removal of Water.....	1 thru 3
02161	Sheeting and Bracing.....	1 thru 3
02205	Protection of Existing Facilities.....	1 thru 4
02222	Excavating.....	1 thru 4
02223	Backfilling.....	1 thru 5
02225	Trenching.....	1 thru 7
02228	Compaction.....	1 thru 5
02510	Asphalt Paving.....	1 thru 10
02576	Pavement Patching.....	1 thru 3
02698	Underground Process Piping.....	1 thru 10
02821	Asbestos Abatement.....	1 thru 9
02833	Removal and Disposal of Material Containing Lead.....	1 thru 8
02980	Site Rehabilitation.....	1 thru 7

#### **DIVISION 3 - CONCRETE**

03100	Concrete Formwork.....	1 thru 5
03200	Concrete Reinforcement.....	1 thru 6
03250	Concrete Joints and Accessories.....	1 thru 5
03300	Cast-In-Place Concrete.....	1 thru 19
03350	Concrete Finishes.....	1 thru 7
03370	Concrete Curing and Protection.....	1 thru 9
03600	Grout.....	1 thru 2
03732	Concrete Repair.....	1 thru 8

#### **DIVISION 4 – MASONRY**

04300	Unit Masonry System.....	1 thru 14
04900	Masonry Alterations and Repairs.....	1 thru 10

## **TABLE OF CONTENTS (cont'd)**

### **DIVISION 5 - METALS**

05500	Miscellaneous Fabrications .....	1 thru 7
05505	Concrete and Masonry Anchors .....	1 thru 4
05510	Metal Stairs .....	1 thru 4
05520	Railing Systems .....	1 thru 4
05531	Grating and Floor Plank .....	1 thru 3

### **DIVISION 6 – WOOD AND PLASTIC**

06112	Framing and Sheathing .....	1 thru 6
-------	-----------------------------	----------

### **DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

07190	Vapor and Air Barriers .....	1 thru 5
07212	Board Insulation .....	1 thru 3
07530	EPDM Roof System Repair and Restoration .....	1 thru 9
07840	Penetration Firestopping .....	1 thru 12
07900	Joint Sealants .....	1 thru 6

### **DIVISION 8 – DOORS AND WINDOWS**

08110	Hollow Metal Doors and Frames .....	1 thru 5
08390	Watertight Doors and Frames .....	1 thru 6
08520	Aluminum Windows .....	1 thru 7
08710	Door Hardware .....	1 thru 8

### **DIVISION 9 - FINISHES**

09216	Non-Structural Metal Framing .....	1 thru 4
09260	Gypsum Board Systems .....	1 thru 3
09900	Painting .....	1 thru 23
09920	Non-Slip Epoxy Coating .....	1 thru 7

### **DIVISION 10 – SPECIALTIES**

10441	Signs .....	1 thru 3
10522	Fire Extinguishers .....	1 thru 2

### **DIVISION 11 - EQUIPMENT**

11291	Slide Gates .....	1 thru 14
11300	Pumping Equipment – General .....	1 thru 4
11306	Vertical Centrifugal Pumps .....	1 thru 14
11501	Tools and Miscellaneous .....	1 thru 2



## **TABLE OF CONTENTS (cont'd)**

### **DIVISION 15 - MECHANICAL**

15060	Aboveground Process Piping .....	1 thru 11
15076	Piping and Equipment Identification .....	1 thru 5
15100	Aboveground Process Valves .....	1 thru 13
15110	Valves for Plumbing Piping .....	1 thru 4
15111	Control Valves .....	1 thru 9
15120	Piping Specialties .....	1 thru 8
15130	Domestic Water Piping .....	1 thru 9
15140	Supports and Anchors .....	1 thru 10
15150	Sanitary Waste and Vent Piping .....	1 thru 9
15170	Motors .....	1 thru 11
15720	Air Handling Units .....	1 thru 12
15761	Electric Unit Heaters .....	1 thru 3
15810	Ducts .....	1 thru 12
15820	Air Duct Accessories .....	1 thru 9
15830	Fans .....	1 thru 5
15850	Air Inlets and Outlets .....	1 thru 3
15950	Testing, Adjusting and Balancing for HVAC .....	1 thru 11

### **DIVISION 16 – ELECTRICAL**

16010	General Electrical Requirements .....	1 thru 9
16015	Short-Circuit, Coordination, and Arc-Flash Analysis .....	1 thru 7
16060	Grounding and Bonding .....	1 thru 5
16070	Electrical Hangers, Supports, and Penetrations .....	1 thru 10
16075	Electrical Identification .....	1 thru 6
16095	Electrical Removals .....	1 thru 4
16123	Building Wire and Cable .....	1 thru 6
16130	Raceway and Boxes .....	1 thru 9
16131	Cabinets and Enclosures .....	1 thru 3
16140	Wiring Devices .....	1 thru 4
16411	Enclosed Switches .....	1 thru 3
16413	Enclosed Transfer Switches .....	1 thru 5
16441	Switchboards .....	1 thru 6
16442	Panelboards .....	1 thru 4
16461	Dry Type Transformers .....	1 thru 4
16480	Variable Frequency Drives .....	1 thru 12
16486	Motor Control Centers .....	1 thru 11
16510	Lighting Fixtures .....	1 thru 4

### **DIVISION 17 – INSTRUMENTATION**

17095	Custom Control Panels and Integration .....	1 thru 29
-------	---	-----------

## **TABLE OF CONTENTS (cont'd)**

### **APPENDICES**

Appendix A	Limited Lead Paint Inspection and Testing Report
Appendix B	Limited Asbestos Inspection and Testing Report
Appendix C	Project Labor Agreement
Appendix D	New York State Department of Labor Prevailing Wage Schedule
Appendix E	Federal Davis-Bacon Wage Rates
Appendix F	Program Requirements and Bid Packet for Contracts Funded with the NYS Clean Water State Revolving Fund (SRF) or Drinking Water State Revolving Fund
Appendix G	Arc Flash Study

## **INSTRUCTIONS TO BIDDERS**

### 1. **DEFINITIONS**

Whenever the following words and expressions are used in these specifications, it is understood that they have the meanings given below:

**Owner** - Rockland County Sewer District No. 1 as represented by its Board of Commissioners or its duly authorized representatives.

**Engineer** – The term "Engineer" means the Rockland County Sewer District No. 1 Engineering Office, or its duly authorized representative.

**Bidder** - Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**Contractor** - Party of the second part to the contract, acting directly or through his agents or employees. On the various bonds, the Contractor is also called the Principal.

**Contract Documents** - Means this contract and shall include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Plans or Drawings, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract, and any and all other writings necessary to complete the project as discussed in Article GCC-15.

**Work** - The term "work" is used to designate the equipment, materials and things required to be done, furnished or performed by the Contractor under the Contract Documents attached hereto.

**Bid or Proposal** - The approved, prepared form that the Bidder completes and submits its proposal for the work contemplated. Upon award of the contract by the Owner, the Bid or Proposal shall become part of the Contract Documents.

**Surety** - The corporate body which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of the work for which he has contracted.

**Performance Bond** - The approved form of security furnished by Contractor and his surety as a guarantee of the completion of the project.

**Contract Bonds** - Shall include Bid Bond, Performance Bond, Labor and Materials Payment Bond, and any other bond required to complete this project.

**Bid Bond** - The security to be furnished by the bidder as guarantee of his ability to procure the minimum equipment and liquid assets specified and that he will enter into a contract with the "Owner" for the performance of the work, if the work involved in the proposal is awarded to him.

**Labor and Materials Payment Bond** - The approved form of security furnished by the Contractor and his surety as a guarantee of the payment of all employees and materialmen.

**Site** - The area or areas which are the location(s) for the performance of the work.

**Plans or Drawings** - The contract and working drawings as specifically defined in the General Contract Conditions of this contract.

**Specifications** - The body of directions, requirements, etc., contained in these documents, together with all documents of any description and agreements made (or to be made), pertaining to the methods, (or manner) of performing the work, or the quantities and quality (as shown by test records) of accepted materials to be furnished under this contract. Specifications shall also include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract and any and all other writings necessary to complete the Project, as discussed in Article GCC-15.

**Contract** - The agreement covering the performance of the work and the furnishing of materials in the construction of the project. It shall include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Plans or Drawings, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract and any and all other writings necessary to complete the Project, as discussed in Article GCC-15.

**Material** - Any approved material acceptable to the Engineer and conforming to the requirements of the specifications. All processes and materials shall at all times be open to inspection and testing by the Engineer and his authorized representatives.

**Project** - The improvement set forth in the plans and specifications and all additions thereto.

**Completion** - The word 'completion' shall mean full and exact compliance and conformity with the provisions and requirements expressed or implied in the specifications and the plans, accompanying and forming a part of the same, including all amendments, revisions, corrections or additions, duly authorized.

**Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other Sub-contractor for performance of a part of the work of this project.

## 2. PREPARATION AND SUBMISSION OF BIDS

Proposals shall be enclosed in a sealed opaque envelope plainly marked with the title of the work and the contract number and name and address of the Bidder on the outside. NO PROPOSAL will be considered unless filed on or before the time and at the place designated in the NOTICE TO BIDDERS. When sent by mail, preferably registered, the sealed proposal, marked as above, should be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Bidders. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter will be returned unopened.

Bids shall be submitted on the Proposal Form furnished with the contract documents. All blank spaces for bid prices shall be properly filled in, in ink, or typed, in both words and figures. In case of any price shown in words and its equivalent shown in figures do not agree, the written word shall be binding on the Bidder.

Bidders shall submit with their proposal the bidding certification required by Section 103-d of the General Municipal Law of the State of New York. A copy of the certification form is contained in the Contract Documents.

Bidders shall submit with their bids the Affidavit of Disclosure of political contributions required by Section 3 of Local Law 10 of 1974. A copy of the form of such Affidavit is provided with the Proposal form.

3. BID SECURITY

Each Bid must be accompanied by a certified check or a cashier's check drawn on a bank in good standing, payable to the order of the Rockland County Sewer District No. 1, in a sum equal to five percent (5%) of the amount Bid, or a Bid Bond, in the amount of five percent (5%) of the amount bid, on the form provided in the Contract Documents issued by a Surety authorized to issue such bonds in the State of New York. This Bid Security shall be a guarantee that the Bidder will, upon acceptance of the Bid, execute the Contract and furnish a properly executed Performance Bond and Payment Bond, each for one hundred percent (100%) of the Contract Price, within the time specified. The Attorney-in-Fact (Resident Agent) who executes the Bid Bond on behalf of the Surety must attach a notarized copy of his Power of Attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

If the successful Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bid, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bid, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

4. RETURN OF BID SECURITY

Within ten (10) days after the opening of Bids, the Owner will return the bid securities of all except the three (3) lowest formal bidders. The retained bid securities will be held until the Contract has been fully executed, after which all bid securities, other than Bid bonds or any other securities which may have been forfeited, will be returned within ten (10) days to the respective Bidders whose Bids they accompanied.

5. INTERPRETATION OF THE PROPOSAL AND THE CONTRACT

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bid documents are defined in the Proposal and the Contract and shall have such defined meanings wherever used.
- B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bid as fully as if it were particularly described.
- C. Addenda. No interpretation of the Proposal or the Contract will be made except by written addendum duly issued by Engineer or Owner. No interpretation not contained in an addendum shall be valid or have any force or effect whatever. All addenda issued prior to the opening of the Bids shall become a part of the Bid or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of addenda. If any prospective Bidder is in doubt as to the true meaning of any part of the Bid documents or the Contract, such prospective Bidder shall submit to the Engineer by certified mail, with copy to Owner, a written request for an interpretation thereof as far in advance of the scheduled opening of the Bids as possible. Notwithstanding the foregoing, all Bidder requests for clarification or interpretation must be received by the Engineer not

less than six (6) days prior to the date fixed for the opening of Bids. All requests for clarification or interpretation must be submitted to the Engineer, addressed as follows:

Rockland County Sewer District No. 1  
4 Route 340  
Orangeburg, NY 10962

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by addenda shall be considered invalid, inappropriate, or untimely inquiries.

- D. Informal Responses. Neither Owner nor Engineer shall give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Proposal or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Bidder making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bid, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bid and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.
- E. Acknowledgement. Prior to the submission of the Proposal, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of addenda by completing the acknowledgement space provided on the Proposal form.

6. EXAMINATION OF BID DOCUMENTS, CONTRACT, AND WORK SITE

- A. Bid Documents and the Contract. Each prospective Bidder shall, before submitting its Bid, carefully examine the Bid documents and the Contract as defined in the Instructions to Bidders and included in this Bid package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and suppliers. In making copies of the Bid documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bids and such provision does not confer a license or grant for any other use.
- B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bid, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. The Bidder also acknowledges that it has satisfied itself as to the character and quality of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the Bid documents. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

- C. Quantities. Each prospective Bidder shall, before submitting its Bid, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.
- D. Equipment, Materials, and Supplies. Each Bidder shall base its Bid on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bid equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Proposal.
- E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other preliminary investigations is distributed with the Bid documents or the Contract, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.
- F. Representation and Warranty of Bidder. Each Bidder submitting a Bid expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these Instructions to Bidders.
- G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bid resulting from such Bidder's failure or neglect to comply with these Instructions to Bidders. The successful Bidder will not be allowed any extra compensation or any extension of time by reason of any such errors or by reason of any matters or things concerning which such Bidder failed or neglected to inform itself prior to submitting its Bid, and the successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

## 7. MODIFICATION OF PROPOSALS

Any Bidder may modify his bid by written or telegraphic communication provided such communication is received by the Owner prior to the scheduled closing time for receipt of Bids. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the original bid is opened.

## 8. WITHDRAWAL OF BIDS

A Bid may be withdrawn prior to the scheduled time for the opening of bids by written request or in person. No bid may be withdrawn after the time scheduled for bid opening unless the one hundred forty (140) days specified in the Article "AWARD OF CONTRACT" of these INSTRUCTIONS TO BIDDERS shall have elapsed.

9. PERMITS AND LICENSES

Pursuant to Section 68 of the General Conditions and except as otherwise expressly provided in the Special Contract Conditions included in this Bid package, the Bid shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bid. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

In accordance with County of Rockland Local Law No. 11 of 1967, entitled Licensing of Electricians and all subsequent amendments, and Local Law No. 17 of 1974, as amended by Local Law No. 10 of 2007, entitled Licensing of Plumbers, HVAC and Refrigeration, and all subsequent amendments, a Contractor shall possess a valid County of Rockland license for the trade required for the work as of the date of the opening of the Bids.

10. STATEMENT OF BIDDER'S QUALIFICATIONS

When requested by the Owner, each Bidder shall submit a statement of the Bidder's Qualifications, his construction experience and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the apparent low bidder shall submit a detailed financial and ownership statement and such additional data as the Owner deems necessary to demonstrate the low bidder's responsibility.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

12. FEDERAL LAWS, STATE LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project, shall apply to the Contract throughout and they are deemed to be included herein the same as though herein written out in full.

13. SUBCONTRACTOR

- A. Bidders are advised that the lowest responsible bidder will be required, upon request of the Owner, and within three (3) days of such request to submit a list of subcontractors proposed for the performance of the work. Alternate subcontractors may be included in the list, provided that the use of such alternate subcontractors approved by the Owner shall not result in any change in the contract prices stated in the Proposal.
- B. If requested by the Engineer, he shall also furnish a statement as to the subcontractor's experience, financial ability or other qualifications for properly performing the work proposed to be subcontracted.

14. DEBARMENTS, SUSPENSIONS, AND VOLUNTARY EXCLUSIONS

The award of contracts or subcontractors is specifically forbidden to any firm or individual listed in the Federal Government-wide Excluded Parties Lists Systems (EPLS). EPLS is the electronic version of the Lists of Parties Excluded From Federal Procurement and Non-Procurement Programs, which identifies those parties excluded



throughout the U.S. Government (unless otherwise noted) from receiving federal contracts or certain subcontracts. The internet must be used to obtain this information at [www.epls.gov](http://www.epls.gov).

15. SIGNATURE REQUIREMENTS

A. Bids. The following requirements shall be observed in the signing of each Bid:

1. Corporations. Each Bid submitted by a corporation shall be signed by a managing member or other authorized officer of the corporation and shall also be notarized.
2. Partnerships. Each Bid submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bid.
3. Individuals. Each Bid submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
4. Joint Ventures. Each Bid submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bid that fails to comply with this instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Section 15.A shall apply to all other documents in the Bid package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the "contractor's release form," "certificate of substantial completion," "certificate of final completion" and all other required documentation related to the Contract. Any Bid that fails to comply with this instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this instruction.

16. AWARD OF CONTRACT

A. Within one hundred forty (140) days after the opening of Bids, unless otherwise stated in the NOTICE TO BIDDERS, SECTION 18 entitled "Execution of Contract", INSTRUCTIONS TO BIDDERS or SPECIAL CONDITIONS, award of the Contract will be made to the lowest, responsive, responsible Bidder.

B. In order to be considered responsive, a Bid must:

1. Conform in all respects to the conditions in the Invitation to Bid and these Instructions to Bidders;

2. Conform in all respects to the requirements in all Attachments contained in the Contract Documents;
- C. In order to be considered responsible, a Bidder must establish to the complete satisfaction of the Owner as a minimum that he has:
1. Adequate financial resources to meet his Contract obligations and maintain them for the Contract period;
  2. Adequate equipment to perform the work properly and within the time prescribed in the Contract;
  3. The necessary experience and technical qualifications in the type of work provided for in the Contract.
- D. The Owner reserves the right to reject all Bids, or any bid not in compliance with the Contract Documents, and to waive any informalities in Bids received.

17. DISQUALIFICATION OF BIDDERS

- A. More Than One Bid. No more than one Bid for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bid for the Work may cause the rejection of all Bids in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Section 17.A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or supplier.
- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bids of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bid will not be considered.
- D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:
1. Submits a Bid that does not contain a lump sum or unit price for each pay item requested;
  2. Submits a Bid on a form other than the Bid form included in the Bid documents or alters such form or detaches any part of such form from this bound Bid package;
  3. Submits a Bid that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;

4. Submits an unsigned or improperly signed Bid;
5. Submits a Bid containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
6. Submits a Bid that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these Instructions to Bidders.

- E. Litigation or Arbitration. If Owner is in litigation, mediation or arbitration with Bidder for any reason, Owner shall have the right to reject that Bid.

18. EXECUTION OF CONTRACT

- A. The successful Bidder shall, within ten (10) calendar days after receiving Notice of Award of the Contract, sign and deliver to the Owner, the Contract hereto attached properly together with the Performance and Payment Bonds, each in the amount of 100% of the Contract price, and in the form required by these Contract Documents, (or such other form as may be approved by the Owner) of a Surety holding a certificate of authority issued pursuant to 31CFR223 from the Secretary of the Treasury of the United States as an acceptable surety authorized to do business in the State of New York. Where such bond is signed by an Attorney-in-fact, it must be accompanied by a certified copy of his power of attorney to sign such bond. The performance and payment bonds must remain in effect for one year after final acceptance.
- B. The Bidder who has the Contract awarded to him and who fails to execute the Contract or fails to furnish the Performance Bond and Payment Bond shall, jointly with its Surety, be liable to the Owner for the full penal sum of the bid security plus all costs, interests and attorney's fees in connection with securing payment thereof.
- C. After the requirements of paragraphs 'A' and 'B' have been met, RCSD No. 1 will review the contracts and all pertinent documents and then execute the contract. For proper execution of the contract, the contract must be duly signed by both the Owner and the Contractor. The Owner will then issue the Notice to Proceed within fourteen (14) days of said formal execution. The Contractor shall commence the work embraced in this contract within ten (10) calendar days after the date specified in the order of the Owner instructing him to begin work. Certificates of Insurance shall be furnished to the Owner as required in the GENERAL CONDITIONS prior to Contractor's commencing work.

19. CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of monies appropriated in the Rockland County Sewer District No. 1 budget and available for the purpose of the contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. The contract is not a general obligation of the Owner. Neither the full faith and credit nor the taxing power of the Owner are pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by Owner's employee or officer creates any obligation to appropriate or make monies available for the purpose of the contract.

20. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

Wherever applicable, the Contractor agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit with the list of all subcontractors who will perform work on the project, written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Orders Nos. 10925, 11114, 11246 and 11375. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with the Executive Orders Nos. 11246 and 11375.

Anti-Discrimination Clauses Required by the Board Of Commissioners, Rockland County Sewer District No. 1

A. The Contractor and the Board of Commissioners agree as follows:

1. That in the hiring of employees for the performance of the work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates;
2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

3. That this contract may be cancelled or terminated by the Board of Commissioners and all moneys due or to become due may be forfeited for any violation of the terms or conditions of this section of this contract and the person or persons discriminated against or intimidated in violation of the provisions hereof shall be entitled to a sum equal to their loss in wages as a result of such discrimination or intimidation;
4. That the contractor shall be held responsible hereunder for the discriminatory practices and discriminatory methods used in securing and hiring personnel employed under this contract and the racial composition of such personnel;
5. That for the purpose of this section, the Contractor shall keep records for the inspection by the Board as to the source of such hired personnel employed under this contract and the racial composition of such personnel;
6. The Contractor hereby agrees to abide by any regulations not inconsistent with this agreement promulgated by the Legislature of Rockland County by either law or resolution, or promulgated by resolution of the Board of Commissioners of Rockland County Sewer District No. I. This shall include, but not be limited to, filing of disclosure statements and affirmative action plans.

21. NOT APPLICABLE

22. PRE-WORK CONFERENCE

Prior to commencing work on this project, the Owner shall call a conference to be attended by the Contractor and the Owner, the Engineer and representatives of the Regional Office of the New York State Department of Environmental Conservation, if required. A plan shall be initiated at this conference regarding the prosecution of the work and required action to comply with requirements of agencies having jurisdiction.

23. EXEMPTION FROM SALES AND COMPENSATING USE TAXES

- A. Reference NYS Tax Law, Article 28, Part III.
- B. This section relates to exemptions from sales and use taxes for certain property sold to Contractors, subcontractors and repairmen (hereinafter "Contractors") to be used to construct or repair real property for exempt organizations.
- C. The net effect of the amendment is that contractors are still, in general, subject to sales tax when they purchase materials. However, if the raw materials purchased by a contractor are intended to be used in constructing or repairing real property for an exempt organization and if the tangible personal property will become an integral part of the real property, the Contractor may give his supplier an exempt use certificate and thereby avoid the payment of the tax. Sales tax will continue to be due on all materials purchased by a contractor which are either "consumables" or rental property used by the Contractor in connection with the construction or repair.
- D. The amendment also deletes the requirement that material must be resold to the exempt organization as tangible personal property prior to the time it is incorporated into the structure.
- E. In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any supplies or materials to be sold to the Owner, which is exempt from such taxes.

24. INSURANCE REQUIREMENTS

The Bidder's attention is called to additional insurance requirements which may be required by the utility companies, railroads or political subdivisions and agencies when working on private lands and rights-of-way. Where insurance requirements exceed those as provided for in the specifications, the coverage shall be increased to the amounts stipulated by the named insured. Certificates of insurance shall be completed and executed prior to signing of the contract. Each insurance policy shall contain a clause providing that in the event of cancellation, change or non-renewal of the policies, the insurance company will give thirty (30) days advance written notice to the Owner.

The Contractor's insurance company must file with the Secretary of State of New York a certificate of authority to conduct business in New York State. This names the Secretary of State as agent to accept service of a summons on behalf of the insurance company.

Upon award of the Contract by the Rockland County Sewer District No. 1 Board of Commissioners, the Contractor shall provide an insurance certificate naming the County of Rockland and Rockland County Sewer District No. 1 as an additional insured.

25. NOT APPLICABLE

26. CONTRACT PROVISIONS REQUIRED BY NYS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- A. The Contractor agrees to attend a prework conference, arranged by the Owner.
- B. The Contractor will prepare a Work Progress Schedule prior to the start of the contract to indicate the proposed construction schedule. The schedule will be updated monthly thereafter to show actual construction. For projects with multiple prime contracts, the Owner/Engineer shall be responsible for the coordination of Work Progress Schedules.
- C. The Contractor and its subcontractors must secure and deliver to the Owner, free of charge, a policy of insurance issued by an insurance company authorized to do business in New York State, naming the Owner as insured. Such policy shall provide coverage for "builder's risk completed value" with "builder's risk special extended coverage" endorsement, public liability and any other insurance coverage required.
- D. The Contractor must provide specific performance and payment bonds in amounts not less than the contract price; these bonds shall remain in effect for one year beyond the date of final inspection and acceptance by the Owner of any work under such contract.
- E. The Contractor and its subcontractors shall use U.S. Department of Labor standard payroll Form No. WH347 or such form as may be required or approved by the Rockland County Sewer District.
- F. State representatives shall have access wherever there is work in preparation or in progress and the Rockland County Sewer District and Contractor shall provide proper facilities and records for access, inspection, and review.

- G. A copy of Exhibit A to the contract between the State of New York and RCSD No. 1 (grantee) immediately follows this Article 26. To the extent that clauses therein which bind RCSD No. 1 (grantee) are related to the manner in which the work is prosecuted by the contractor(s), or the business relationship, business practices, or hiring practices of contractors or subcontractors working on the project, all of the terms and conditions of said Exhibit A are equally binding upon the contractor. Any provisions therein which appear to apply only to a contract between the State and its contractor(s) shall be deemed revised to make them binding upon the Contractor, and any references to statutory provisions which apply only to State contracts shall be deemed to be revised to reference such other and different statutory provisions as may be applicable to municipal contracts for construction of public improvements; provided, that this paragraph shall not apply to any agreement with any supplier which is located in and subject to the laws of a State other than New York with respect to its relationships, business practices and hiring practices.

## **EXHIBIT A**

The parties to the attached Contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the contractor or its right title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:
  - a. no laborer, workman or mechanic , in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - b. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - c. the minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
    1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than –
      - a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
      - b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
  - a. In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and
  - b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin; and



- c. There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- e. The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b. If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor Union or representative or workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights advising such labor union or representative of the contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses") if the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority. In the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.
- c. If directed to do so by the Commission of Human Rights, the contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- d. The contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
- e. The contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. This contract may be forthwith canceled, terminated or suspended, in whole or in part by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State of a public authority or agency of the State, until the contractor satisfies the State Commissioner of Human Rights that the contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner notice thereof has been given to the contractor and an opportunity has been afforded the contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
  - g. The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.
- VI.
  - a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
    - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
    - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  - b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determined that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph VI (a).

- VII. The agreement shall be void and of no force and effect unless the contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VIII. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder the contractor agrees, as a material condition of the contract
- a. That neither the contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder,
  - b. That if the contractor or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of violations of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979 as amended, or the regulations of the United States Department of Commerce promulgated thereunder the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

27. USE OF MBE/WBE BUSINESSES AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Contractor agrees to make documented "good faith efforts" to utilize at least 10% Minority Business Enterprise(s) and at least 6% Women's Business Enterprise(s) of the total value of the contract. The established MBE/WBE-EEO goals shall be attained in conformance with NYS Executive Law, Article 15-A. Failure to attain these objectives or demonstrate positive good faith efforts to do so may lead to appropriate actions by the Clean Water State Revolving Fund (CWSRF) loan recipient.

Within ten (10) working days of the award of a prime contract, the Contractor shall submit to the CWSRF loan recipient's an MBE/WBE-EEO Utilization Plan with a detailed description of each of the subcontractor services to be provided by NYS Certified MBE's/WBE's, as well as an estimated dollar amount of each subcontract. The MBE/WBE-EEO goals herein stated are the goals which have been included in the CWSRF loan recipient's approved MBE/WBE Utilization Plan.

Failure by the Contractor to submit and receive approval from the CWSRF loan recipient of the MBE/WBE Utilization Plan prior to the first request for payment may result in the withholding of progress payments to the Contractor by the CWSRF loan recipient. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

Within thirty (30) days of approval of the Contractor MBE/WBE Utilization Plan by the CWSRF loan recipient, the Contractor shall submit copies of legally signed MBE/WBE subcontracts and/or legally signed purchase orders to the CWSRF loan recipient's Affirmative Action Representative. These subcontracts and/or purchase orders must include the following information:

1. Actual dollar amount;
2. Job description;
3. Signatures of both parties (Prime and MBE/WBE); and,
4. Date of execution.

NOTE: Purchase orders must be accompanied by copies of both sides of legally signed and cancelled checks.

The Contractor is advised that failure to submit the referenced MBE/WBE support documentation within the time stipulated may be grounds for the withholding of progress payments by the CWSRF loan recipient. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

If MBE/WBE suppliers are used for MBE/WBE goal crediting purposes, credit will be applied as follows:

\*For MBE/WBE suppliers who are manufacturers or manufacturers' official representatives warehousing such goods, 100 percent of the MBE/WBE objective may be credited.

\*But, for non-manufacturer suppliers, only 25 percent of the MBE/WBE objective may be credited.

Only NYS Certified Minority/Women Business Enterprises may be utilized for MBE/WBE Program crediting purposes. Contractors must ensure that firms proposed for MBE/WBE participation are NYS Certified. Appendix C lists the terms for this project receiving SRF financial assistance.

28. AFFIRMATIVE ACTION POLICY STATEMENT

Rockland County Sewer District No. 1  
4 Route 340  
Orangeburg, NY 10962

Affirmative Action Policy Statement

The Board of Sewer Commissioners, Rockland County Sewer District No. 1, as the District's policy making body, hereby affirms its commitment to implement the mandates of New York State Executive Law, Article 15-A on projects financed by the Clean Water State Revolving Fund (CWSRF). The Rockland County Sewer District No. 1 has adopted a comprehensive Minority and Women's business Enterprise/Equal Opportunity Program which will assure the meaningful participation of Minority and Women's Business enterprises (MBE/WBE) in contracts and subagreements and the meaningful participation of minorities and women in the work forces associated with projects to be financed through the CWSRF.

A goal-oriented program has been established to achieve the results desired. The goals are indicated in the Sewer District's MBE/WBE - EEO Requirements Program.

Included in the Sewer District's efforts to promote such MBE/WBE participation in these projects shall be encouragement of opportunities for participation by competent MBE/WBE in architectural and engineering services subagreements and construction related contracts required for the projects, as well as the encouragement of development of MBE/WBE in ways consistent with the provisions of local and state laws and regulations governing such activity by a public agency. Encouragement of opportunity shall not be construed as acceptance of or payment for unsatisfactory work or the costs of correction of defective performance.

The Executive Director of Rockland County Sewer District is hereby designated as the Sewer District's Affirmative Action Representative to administer the Affirmative Action Program for the Sewer District on CWSRF projects.

29. NOT APPLICABLE

30. STATE WAGE SCHEDULE AND REGULATIONS

a. Wage Rate Schedules

1. In accordance with Sections 220, Subdivision 3, and 220-d of the Labor Law, the following rates, which are the minimum rates to be paid on these Contracts have been established by the Department of Labor. Any person or corporation that willfully pays, after entering into such Contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred (\$500.00) dollars or by imprisonment for not more than thirty (30) days, or both fine and imprisonment; a second offense carries heavier penalties.
2. If the prevailing rate of wages or the prevailing practices for supplements as determined by the fiscal officer changes after the contract is let, the department of jurisdiction shall request of the fiscal department a redetermination of the schedules of wages and supplements, and such redetermination shall be annexed to and from part of the contract for the work. The prevailing rate of wages and the prevailing practices for supplements shall be the rates and practices that are prevailing at the time the work is performed. For the convenience of departments of jurisdiction, the Bureau of Public Works will periodically prepare

redeterminations, and mail updated schedules to departments of jurisdiction who have and current public work projects, if prevailing rates or supplements change after the original schedule has been issued.

- b. Contract Requirements - State of New York, Department of Labor. Each contract to which the State or a public benefit corporation or a municipal corporation or commission appointed pursuant to law is a party and which may involve the employment of laborers, workmen or mechanics shall contain the following, pursuant to Article 8 of the Labor Law:
1. A stipulation that no laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in the emergency set forth in the Labor Law:
  2. A provision that each laborer, workman or mechanic employed by the contractor, subcontractor, or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer;
  3. Section 220.3-a also required that the contractor and every subcontractor on public works contracts shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the contract to be paid or provided, as the case may be, for the various classes of mechanics, workingmen, or laborers employed on the work;
  4. Provisions by which the Contractor with the State or municipality agrees;
    - a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
    - b. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hire for the performance of work under this contract on account of race, creed, color or national origin. (Your attention is directed to the provisions of the State Law against Discrimination which prohibits discrimination in employment because of age.);
    - c. That there may be deducted from the amount payable to the Contractor by the State or municipality under this contract a penalty of five (\$5.00) dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
    - d. That this contract may be cancelled or terminated by the State or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

5. The aforesaid provisions of section 220-e which covers every contract for or on behalf of the State or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York;
6. Whenever the unemployment rate in a Standard Metropolitan Statistical Area (SMSA) in New York State is determined by the Federal Bureau of Labor Statistics to be six percent or more for three consecutive months, preference in employment on public work projects in the SMSA shall be given to citizens of New York State who have been residents of that SMSA for twelve consecutive months prior to the commencement of their employment. This preference will continue until the unemployment rate for that SMSA is below six percent for three consecutive months. The Bureau of Public Work will notify all departments of jurisdiction to whom this preference applies. The departments of jurisdiction must in turn inform all their contractors and subcontractors that this condition must be complied with as part of the contract for the work.
7. Each citizen employed upon public work projects shall furnish satisfactory proof of qualification in his trade or skill to the contractor. Forms for this purpose should be obtained by contractors from the Albany office of the Bureau of Public Work.
8. Each contractor performing public work must furnish a list of the names and addresses of all his subcontractors to the Albany office of the Bureau of Public work. Each contractor or subcontractor performing public work must file in the appropriate district office a list of his employees, stating whether they are citizens of New York State; native born or naturalized citizens of the United States; if naturalized, the date thereof; and the name of the court in which citizenship was granted.
9. A provision that if in the construction of the public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the contractor; and that if the provisions on section 222-a concerning harmful dust hazards are not complied with, the contract shall be void.

c. Other Requirements

1. Every State contracting agency, including Public Authorities, must include in each contract paragraphs (a) through (g) of the Standard State Contract Clauses promulgated by the Governor on September 12, 1963 and amended November 14, 1963.
2. Labor classifications not appearing on the accompanying schedule of wages can be used only with the consent of the department having jurisdiction and then the rate to be paid will be given by the department having jurisdiction after being advised by the New York State Department of Labor.
3. The Contractor shall make such provisions for disability benefits, workmen's compensation, unemployment insurance, social security, and safety code provisions as are required by law.
4. General Regulation No. 1, as issued by the State Commission for Human Rights, requires that each contract contain a stipulation that: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the

public work described hereunder is being conducted, the Notice of the State Commission for Human Rights indicating the substantive provisions of the Law against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment." The Notice may be obtained from the department having jurisdiction, or from the office of the State Commission for Human Rights in the respective area.

5. You are requested to refer to the Bureau of Public Work all charges of discrimination in employment including discrimination because of age, race, creed, color or national origin.
6. All bidders will be required to complete the New York State Department of Environmental Conservation Performance Bond Information Form included in the Proposal portion of this specification.
7. The Contractor is hereby advised that Chapter 617 of the laws of New York State for 1974 requires that, "Whenever a security bond is posted by a successful bidder for the faithful performance of a municipal project, for which State aid is approved, the name and address of the bonding company or person issuing the security bond, the number of such bond, and such other information as may be required by the State Department or Agency responsible for supervising the aid program regarding the project, shall be transmitted to such department or agency where it shall be reviewed to determine its authenticity prior to award of such contract". The Joint State-Federal Approval to Award will not be issued until this performance bond information has been submitted to the New York State Department of Environmental Conservation and verified.
8. The Contractor is further advised that "The bidder to whom the municipality proposes to award the contract shall, as soon as possible, but not later than thirty (30) days from the opening of bids furnish to the municipality a bond equal to one hundred percent of the amount of the contract, conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to do business in the State of New York, as surety. If it is not possible to submit such bond within the time stated, the bidder shall as soon as possible, but not later than thirty (30) days from the opening of bids furnish to the municipality the name and address of the surety company authorized to do business in the State of New York which will provide the bond, and forty-eight (48) hours before the award of the contract furnish to the municipality a bond equal to one hundred percent of the amount of the contract, conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to do business in the State of New York, as surety. The bond shall be maintained in full force for a period of two years after date of final certificate as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period.
9. Additionally, as part of the SRF requirements, the Contractor must comply with Davis-Bacon (DB) Prevailing Wage Requirements. Appendix E discusses the Davis Bacon requirements.

31. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to take affirmative action to utilize at least 10 percent minority employees and at least 10 percent female employees in the workforce(s) associated with the construction contract. The established EEO goals shall be attained in conformance with NYS Executive Law, Article 15-A.



## Non-discrimination Clauses in New York Public Contracts

a. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to; recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) hereinafter called "non-discrimination clauses". If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of those non-discriminatory clauses, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 and of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
6. This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human

Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

7. The Contractor will include the provisions of clause (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
8. The Contractor will include the provision that he agrees to comply with all provisions of 40 CFR Part 8 and will include such provision in each of its subcontracts for \$100,000 or more.
9. Reference Appendix F, NYS Revolving Fund (SRF) Bid Packet for Construction Contracts. If information in this section conflicts with Appendix C, the information in Appendix F shall govern.

32. NOT APPLICABLE

33. STATE AND FEDERAL WAGE RATES

Contractor must comply with prevailing wage rates as set forth by the New York State Department of Labor (NYSDOL), outlined in the General Contract Conditions, and Davis-Bacon Wage Rates. The State wage rates are included in Appendix D. The Federal Davis-Bacon wage rates are included in Appendix E.

34. RESOLUTION NO. 207 OF 1992, ESTABLISHING HIRING GUIDELINES FOR COUNTY PUBLIC WORKS CONTRACTORS

Explanation of Attached Resolution

In the event the bidder on this public project is unable to comply with the 75% local employment requirement, after good faith effort, said bid shall nevertheless be accepted pursuant to General Municipal Law - Section 103.

35. PROJECT LABOR AGREEMENT

A Project Labor Agreement is required to be entered into in connection with the construction of this project. The form of the Project Labor Agreement that the Contractor will be required to enter into is attached hereto as Appendix C. The Owner will not be entering into a Project Labor Agreement. The Contractor shall modify the Project Labor Agreement in Appendix C as necessary in order to execute it himself.

36. SOLID WASTE DISPOSAL

The County Flow Control Law, Chapter 350 of the Laws of Rockland County, requires that solid wastes generated in Rockland County shall be disposed at publicly owned solid waste facilities within the County that are designated by the Rockland County Solid Waste Management Authority. Both uncontaminated concrete and asphalt have been designated by the Authority for disposal at the concrete and asphalt crushing facility located on Route 303 in West Nyack, NY. Other types of construction and demolition debris have been designated by the Authority for disposal at an Authority-owned transfer station. A map showing the transfer station that serves a particular area of the County can be obtained from the Authority.

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Rockland and the Rockland County Sewer District No. 1, hereinafter referred to as the "Owner," and \_\_\_\_\_ (a corporation) (a partnership) (an individual doing business as \_\_\_\_\_) (strike out inapplicable)

of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, Federal Identification Number \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH: That, having been awarded Contract \_\_\_\_\_ for the \_\_\_\_\_, in accordance with the Bid therefore, and in consideration of the promises, agreements and payments herein specified, the Contractor hereby agrees, at his own proper cost and expense, to perform all the work and furnish all the materials, equipment, supplies, tools and other accessories necessary to complete the Project complete, in place, tested and ready for use, all in strict conformance with the Contract Documents, which include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Plans or Drawings, Appendices, Attachments, Addenda, NOTICE OF AWARD, NOTICE TO PROCEED, all change orders issued after the execution of the Contract, and any and all other writings necessary to complete the project as discussed in Article GCC-15 which are hereby, by reference, made a part hereof as if fully set forth herein.

The Owner shall pay to the Contractor for performance of the work the sum of \_\_\_\_\_ subject to adjustment in accordance with the Contract Documents.

The Owner shall make partial payments on account of the Contract price on a monthly basis provided that the procedure set forth in the General Contract Conditions is followed.

Time is of the essence. The Contractor agrees to commence work under this Contract within ten (10) days after the date of the Notice To Proceed and to complete the entire work no later than \_\_\_\_\_ (\_\_\_\_) calendar days from the date of the Notice To Proceed.

In the event that the Contractor fails to complete the work within the time stated above, as the same may be modified as provided for in the Contract Documents the Contractor shall pay to the Owner as liquidated damages, the sum of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) for each day of delay until the work is completed and accepted.

Regardless of any liquidated damages mentioned above, in the event that the Contractor fails to complete the punch list work within ninety (90) days after the acceptance of the project, the Contractor shall pay to the Owner as damages, the sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) for each day of delay until the punch list work is completed and accepted.

The Legislature of Rockland County, by Resolution No. \_\_\_\_\_ of 20\_\_ has approved execution of this Contract with \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

**CONTRACTOR:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

**OWNER:**

**Rockland County Sewer District No. 1**

Approved For Signature Of County Executive

\_\_\_\_\_  
Michael R. Saber, P.E., Executive Director

Date: \_\_\_\_\_

**Department of Law**

Approved For Signature Of County Executive

\_\_\_\_\_  
Daniel J. Block, Assistant County Attorney

Date: \_\_\_\_\_

**County of Rockland**

\_\_\_\_\_  
Edwin J. Day, County Executive

Date: \_\_\_\_\_

(ACKNOWLEDGEMENT OF MUNICIPAL CORPORATION)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year, 20\_\_\_\_\_, before me, the undersigned, personally appeared, **Edwin J. Day**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**ATTESTATION:**

As Clerk to the Legislature, I hereby attest that I know the seal of the Legislature of Rockland County and that the seal affixed to this instrument is such seal.

\_\_\_\_\_  
LAURENCE O. TOOLE  
Clerk to the Legislature

(ACKNOWLEDGMENT OF OFFICER OR OWNER ATTESTING CONTRACT)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_, described in and which executed the foregoing instrument, that he knows the seal of said \_\_\_\_\_; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

\_\_\_\_\_  
Notary Public

(SEAL)

(ACKNOWLEDGMENT OF OFFICER OR OWNER ATTESTING CONTRACT)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_, described in and which executed the foregoing instrument, that he knows the seal of said \_\_\_\_\_; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

\_\_\_\_\_  
Notary Public

(SEAL)

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

(SEAL)

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

(SEAL)



(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

(SEAL)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(corporation, partnership, or individual)

\_\_\_\_\_ Surety of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the "Surety", are held and firmly bound into \_\_\_\_\_  
(Owner)

of \_\_\_\_\_ hereinafter called "Owner", in the penal sum  
(City and State)

of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all damages, and reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on alteration or additions to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after completion of the work specified in said Contract, whether such work be completed by the Principal, Surety, Obligee or someone else; but if there is any maintenance or guarantee period provided in the Contract, an action for maintenance may be brought within ninety (90) days from the expiration of the maintenance period, but not afterwards.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_(S)

\_\_\_\_\_  
(Address - Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address - Zip Code)

NOTES:

- Date of bond must not be prior to date of the Contractor's signature on the Contract.
- If Contractor is Partnership, all partners should execute bond.
- If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.
- If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent or attorney-in-fact.
- There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Each executed bond should be accompanied by:

- Appropriate acknowledgments of the respective parties;
- Appropriate duly certified copy of Power of Attorney, or other certificate of authority where bond is executed by Agent, Officer, or other representative of Principal of Surety;
- Duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and
- Duly certified copy of latest published financial statement of assets and liabilities of Surety.

(ACKNOWLEDGMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

\_\_\_\_\_  
Notary Public

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(corporation, partnership, or individual)

\_\_\_\_\_ Surety of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the "Surety", are held and firmly bound into \_\_\_\_\_  
(Owner)

of \_\_\_\_\_ hereinafter called "Owner", in the penal sum  
(City and State)

of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be

made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, in no event shall the Surety (Sureties) or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation hereunder later than one (1) year after the complete performance of said Contract and final settlement thereof.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_(S)

\_\_\_\_\_  
(Address - Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address - Zip Code)



NOTES:

- Date of bond must not be prior to date of the Contractor's signature on the Contract.
- If Contractor is Partnership, all partners should execute bond.
- If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.
- If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent or attorney-in-fact.
- There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Each executed bond should be accompanied by:

- Appropriate acknowledgments of the respective parties;
- Appropriate duly certified copy of Power of Attorney, or other certificate of authority where bond is executed by Agent, Officer, or other representative of Principal of Surety;
- Duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and
- Duly certified copy of latest published financial statement of assets and liabilities of Surety.

(ACKNOWLEDGMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

\_\_\_\_\_  
Notary Public

## **GENERAL CONTRACT CONDITIONS**

### **1. INTRODUCTION**

The purpose of these General Contract Conditions is to set forth the general manner under which the Owner, Contractor and Engineer will execute the Contract. The provisions of the Special Conditions of the Contract will modify the requirements of the General Contract Conditions as hereinafter stated.

### **2. CONTRACT DOCUMENTS**

Wherever the term "Contract Documents" is used, it shall mean and include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Plans or Drawings, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract, and any and all other writings necessary to complete the project as discussed in Article GCC-15.

### **3. INTENT OF DOCUMENTS AND INSTRUCTIONS**

The Specifications, Drawings and any Instructions as set forth herein are complimentary, are intended to provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the work. Words which have a well-known technical or trade meaning used to describe work, materials or equipment shall be interpreted in accordance with such customary and recognized meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws and Regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultant, agents or employees any duty or authority to supervise or direct the furnishing or performance of the work.

It is understood that except as otherwise specifically stated in the Contract Documents, all Contractors shall provide and pay for all permits, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature under his contract whatsoever necessary to execute, complete and deliver the work within the specified time. The costs for all work required under the General Contract Conditions shall be deemed to be included in the various prices bid for the work in the Proposal.

Any work specified in the Contract Documents and not specifically paid under the bid items in the Proposal will be deemed to be included in the various prices bid for the work in the Proposal.

The various prices bid are intended to provide a complete contract, as proposed by the plans and specifications, tested and ready for use.

#### 4. DEFINITIONS

The term "subcontractor" includes any individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work of this project.

The term "changes" as used herein refers to and includes work required by the Owner, which, in the judgement of the Engineer involves changes in, or additions to, that required by the Plans, Specifications and Addenda in their present form.

The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

In the performance of the work, the Owner shall be represented by any person designated by the Owner to perform the duties of the Engineer. The Engineer will provide general services during construction in checking and directing the work.

Whenever they refer to the work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of like import shall imply the direction, requirements, permission, order, designation or prescription of the Owner and "approved", "acceptable", "satisfactory", "in the judgement of" and words of like import shall mean approved by, or acceptable or satisfactory to, or in the judgement of the Owner or its duly authorized representative.

All time limits stated in the Contract Documents are of the essence of the Contract.

#### 5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clauses required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

#### 6. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as follows:

- a) Prior to the submission of the first invoice for partial payment, the Contractor shall submit to the Engineer a form of invoice, detailing the items of work, dollar amounts and portion of the total contract price represented thereby for approval. In the event that the invoice form is not approvable, the Contractor shall supply such further information as required and shall resubmit the form of invoice for approval until such form of invoice is approved. The form of invoice shall list the items of work, dollar amounts and percentage of the total contract price represented thereby in

sufficient detail to enable the Engineer to determine the amount of work completed and the value of such work completed and submitted for payment.

- b) On not later than the seventeenth day of every month, the Contractor shall submit to the Engineer for approval, the Engineer's Standard Monthly Estimate Form or an approved invoice covering the percentage of the total amount of the Contract which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence as may be required by the Owner or the Engineer.
- c) Not later than the seventeenth day of the month following the submittal, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding period by the Contractor. Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:
  - (1) Retention of 5% of payments claimed, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding;
  - (2) When the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5% but not less than two (2) times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been suitably discharged.
  - (3) When acceptable under State or local laws or ordinances, a municipal, State or Federal bond may be substituted for the amount of the cash retainage. Only bonds of the United States of America, New York State or political subdivisions thereof are acceptable.
- d) No partial payment will be made for any materials or equipment until they are incorporated in the work except that 95 percent partial payment of invoices may be allowed for manufactured materials delivered at the site and properly stored and protected, provided, however, that the Contractor shall furnish written evidence that

he is the unconditional owner of such manufactured materials.

- e) All work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- f) Before any payments will be made under this contract, the Owner reserves the right to require that the Contractor and all subcontractors shall submit written verified statements, in satisfactory form, certifying in detail to the amounts then due and unpaid by such contractor and subcontractor to all laborers for daily or weekly wages on account of labor performed upon the work under the contract, or to other persons for materials, equipment and supplies delivered at the site of the work. The term "laborers" as used herein shall include workmen and mechanics.

#### 7. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly personally interested in this contract, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

#### 8. NOTICE AND SERVICE THEREOF

The service of any notice, letter or other communication shall be deemed to have been made by one of the contracting parties on the other party to the contract, when such letter, notice or other communication has been delivered to the legal office address of



the addressee by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been deposited in any regularly maintained mail box of the United States Postal Service in a properly addressed postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the contractor noted in his bid and/or the address of his field office adjacent to the site of the work hereunder shall be considered as his legal address for the purposes as above set forth.

The address of the Owner noted in this Contract Document shall be considered as its legal address for the purpose as above set forth.

## 9. DISPUTES

If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer ("Disputed Decision"), Contractor may, immediately upon receiving any such Disputed Decision, notify Engineer in writing, with a copy to Owner, of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract time to which Contractor claims it will be entitled as a result thereof ("Notice of Dispute"); provided, however, that Contractor shall, nevertheless proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner or Engineer without regard to such dispute or objection and such Notice of Dispute. Unless Contractor so notifies Engineer not later than two business days after receipt of such Disputed Decision, and, whenever feasible, prior to taking any action based upon such Disputed Decision, Contractor shall be conclusively deemed (1) to have agreed to and accepted such Disputed Decision as being fair, reasonable, and finally determinative of Contractor's obligations and rights under this Contract; (2) to have waived all grounds for dispute of or objection to such Disputed Decision; and (3) to have waived all claims for damages and equitable adjustments to the Contract Price and Contract time based on such Disputed Decision. To avoid and settle without litigation any Disputed Decision, Owner and Contractor agree to engage in good faith Mediation as provided in this Section. Within seven (7) days after Engineer's receipt of any Notice of Dispute, Engineer shall deliver to Contractor, with a copy to Owner, Engineer's preliminary written response either rejecting Contractor's claim, recommending to Owner approval of Contractor's claim, suggesting a compromise of Contractor's claim, or requesting additional information. Within

fourteen (14) days after Contractor's receipt of Engineer's preliminary written response, Contractor shall deliver to Engineer any additional information requested and notify Engineer whether Contractor is withdrawing, modifying or reaffirming its Notice of Dispute. Within three business days after Engineer's receipt of Contractor's reply, a conference among Owner, Engineer, and Contractor shall be held to resolve the dispute. In the event the parties fail to resolve such dispute, the parties hereby agree, as an express condition precedent to the commencement of any litigation in accordance with GCC-10, to Mediate the Disputed Decision in accordance with the American Arbitration Association's ("AAA") Construction Industry Rules. Each party shall bear its own costs of such Mediation.

#### 10. LITIGATION

The parties hereby agree to litigate in a state court of competent jurisdiction within Rockland County, New York, all Disputed Decisions not settled either through direct negotiation or Mediation pursuant to GCC-9. Each party shall bear its own costs of such litigation. Neither party shall be compelled to participate in any form of arbitration, whether commenced by the other party or by a third party such as a subcontractor, supplier or consultant, and all references to arbitration herein or in any Bid documents are deemed void.

#### 11. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time for completing the entire work or such portions which may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. Upon occupancy by the Owner, the following procedures will apply:

1. The Engineer, with the approval of the Owner, will notify the Contractor as to what portion or portions of the work have been accepted into Occupancy.
2. The guarantee period applicable to that portion of the work accepted into Occupancy will start as of the date of Occupancy.
3. The retainage applicable to that portion of the work accepted into occupancy will be at a value equal to 2 times the punch list items of the accepted work, such value to be determined by the Engineer, provided that

the Contractor submits acceptable affidavits, certificates or waivers showing no right of lien exists in connection with this portion of the work, and acceptable evidence as to the satisfaction of all claims applicable to this portion of the work.

## 12. CONTRACT DRAWINGS AND SPECIFICATIONS

The Contractor shall furnish each of his subcontractors, manufacturers and materialmen such copies of the Contract Documents as may be required for his work.

## 13. CHECKING PLANS AND SPECIFICATIONS

All figures and dimensions on the drawings and specifications shall be carefully checked by the Contractor, who shall note all conflicts, errors or discrepancies. Contractor will be held responsible for any conflict, error or discrepancy not discovered before the work is executed, unless the Contractor could not have reasonably known about the conflict, error or discrepancy. In case errors are found, these shall be immediately reported in writing to the Engineer, who will instruct the Contractor as to the method of correcting them. The Contractor shall not alter specifications, drawings or figures, or make any alterations in or additions to the quantity, character or arrangement of the materials or work, whether same shall involve additional expense or not, unless same shall be agreed upon first, in writing, as provided for herein. This provision, however, shall not abridge in any way the Engineer's rights as to the interpretation of the specifications, plans and figures thereon. The Divisions and Sections of the Specifications and the identification of any drawings shall not control the work among Contractors nor the Contractor in dividing the work among Subcontractors or suppliers or delineating the work to be performed by any specific trade. The Division of the Specifications are complementary and anything mentioned or shown in a Division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all Divisions of the specifications and in all drawings. In all cases figured dimensions shall govern over scaled dimensions, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern contract drawings, and contract drawings govern over standard or shop drawings. Further, in all cases where details in two drawings conflict, the more restrictive or stringent requirement shall be binding upon the Contractor.

#### 14. PLANS AND SPECIFICATIONS: INTERPRETATIONS

The Contractor shall keep at the site of the work one copy of the Plans and Specifications, signed and identified by the Engineer, and shall at all times give the Engineer and other representatives of the Owner access thereto.

Anything shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, have the same effect as if shown or mentioned, respectively in both. The Contract Documents are intended to be complimentary. No individual portion or section of the documents is intended to take precedence over any other portion. In case of any conflict or inconsistency in the documents, the more restrictive or stringent requirements shall apply and shall be binding upon the Contractor. Any discrepancy between the specifications and drawings shall be submitted in writing by the Contractor to the Engineer. The Engineer shall in all cases determine the amount or quantity of the several kinds of work and the quality of materials which are to be paid for under this contract; he shall determine all questions in relation to the work and the construction thereof, and in all cases decide every questions which may arise relative to the performance of the work covered by this contract on the part of the Contractor. Any doubt as to the meaning of these specifications and drawings, or any obscurity as to the wording of them, will be explained by the Engineer and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of these specifications and drawings and given them due effect, will be given by the Engineer in writing.

The Engineer will, within a reasonable time after presentation to him, make a determination in writing of all matters relating to the interpretation of the Contract Documents. If the Contractor does not agree with the Engineer's determination he may, within ten (10) days of the determination, file a protest with the Owner, stating clearly and in detail the basis thereof. Should the Contractor fail to file such a protest, he will be bound by the Engineer's determination; he will have waived further consideration. The Owner shall consider any protest timely filed by the Contractor and he will render a decision thereon. If the Contractor does not agree with the Owner's decision, the matter shall be subject to the provisions of the General Contract Conditions entitled "Disputes".

## 15. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings to carry out the work included in the contract, if in the opinion of the Engineer, they are so required. The additional drawings and instructions, thus supplied to the Contractor, will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

## 16. RECORD DRAWINGS

The General Contractor will be responsible for recording all field changes during construction, and for maintaining record or as-built drawings for all components of the project including, but not limited to, manholes, structures, force mains, low pressure and gravity sewers, service laterals, and any other items installed by the Contractor. Contractor shall also be responsible for recording locations of all existing utilities encountered during installation of the work.

Record drawings shall be created using the electronic AutoCAD files provided by the Engineer. The Contract Drawings shall be recreated in their entirety including the borders, title block, etc. with a location for the surveyor to affix their seal. All drawing elements, including the information identified below, shall be accurately re-drawn in AutoCAD at the actual location and scale in the plan and profile.

The Contract Drawings in AutoCAD Version 2007 format (or more recent, if requested) will be made available to the Contractor. Upon completion of the project, the General Contractor shall provide three (3) paper copies and an electronic file which includes but is not limited to the cover, general plan and profile, and detail sheets containing the as-built drawings in AutoCAD Version 2007 format (or more recent). Addenda and field orders shall be incorporated into the Drawings. Drawings shall be produced from actual field survey performed by a licensed land surveyor registered in the State of New York. The cost of this work shall be deemed to be included in the bid prices of the Contract.

The Drawings shall include the following:

1. Mapping shall be provided using NAD 83 geodetic datum for Horizontal control and NGVD 88 geodetic datum for Vertical control.

2. Horizontal and vertical locations of all piping, manhole covers, underground structures, buildings, and all other items installed by the Contractor under this contract.
3. Location of house service lateral connection points to the sewer main and termination point of the service lateral at the property boundary, street right-of-way, easement boundary, or grinder pump station.
4. Invert elevations of all pipes installed under this contract including connections to any existing structures.
5. Horizontal and vertical locations of all existing underground utilities crossed or relocated under this contract; elevation shall be measured at the top of the pipe of said utility at the location where it crosses the new sewer.
6. All survey data shall be provided on plan and profile sheets exactly as those produced for the construction of this project using the same graphical scale, orientation, and naming convention.
7. The drawing files shall be complete with labels of all streets, manholes, structures, pipes and existing utilities including names, rim and invert elevations, sizes, and materials.
8. Drawings shall include graphical scale, a north arrow, and a note indicating the horizontal and vertical datum used to produce the drawing.
9. Drawings shall be stamped and signed by the surveyor of record.
10. Drawings shall be submitted for review and approval by the Engineer. Any incomplete or missing data shall be corrected and resubmitted to the Engineer before approval of final payment.

17. REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean that latest standard, code, specification, adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.

Reference to a technical society, organization or body may be made in the specifications by abbreviations in accordance with the following list:

A.C.I.	American Concrete Institute
A.G.A.	American Gas Association
A.I.S.C.	American Institute of Steel Construction
A.S.C.E.	American Society of Civil Engineers
A.S.T.M.	American Society for Testing & Materials
A.S.M.E.	American Society of Mechanical Engineers
A.W.S.C.	American Welding Society Code
A.W.W.A.	American Water Works Association
C.I.P.R.A.	Cast Iron Pipe Research Association
A.A.S.H.T.O.	American Association of State Highway and Transportation Officials
N.E.M.A.	National Electrical Manufacturers Assoc.
A.W.P.A.	American Wood Preservers Association
N.B.S.	National Bureau of Standards
C.R.S.I.	Concrete Reinforcing Steel Institute
A.N.S.I.	American National Standards Institute
I.E.E.E.	Institute of Electrical & Electronic Engineers
I.S.A	International Society of Automation
U.L.	Underwriter's Laboratories, Inc.
N.F.P.A.	National Fire Protection Association
N.E.C.	National Electrical Code
A.A.M.A.	Architectural Aluminum Manufacturers Association
S.S.P.C.	Steel Structures Painting Council
A.H.D.G.A.	American Hot Dip Galvanizing Association
A.I.A.	American Institute of Architects
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.I.	American Iron and Steel Institute
A.P.I.	American Petroleum Institute
A.S.H.R.E.A.	American Society of Heating, Refrigerating and Air Conditioning Engineers
C.A.G.I.	Compressed Air and Gas Institute
A.W.S.	American Welding Society
B.O.C.A.	Building Officers and Code Administrators (Revision or Year in Force)
I.P.C.E.A.	Installed Power Cable Engineers Assoc.
P.S.	Product Standards
A.M.C.A.	Air Movement and Control Association
N.A.C.E.	National Association of Corrosion Engrs.
Fed.Spec.	Federal Specification

When no reference is made to a code, standard or specification, the Standard Specifications of the A.S.T.M. shall govern.

The Contractor shall, when required, furnish evidence satisfactory to the Owner that materials and methods are in accordance with such standards where so specified.

#### 18. SHOP DRAWINGS

After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, Contractor shall submit for review by the Engineer shop drawings of all fabricated work and for all manufactured items and materials required to be furnished in the Contract and as required by the specifications. Before submission of each shop drawing, including all drawings submitted by the Contractor's, Subcontractors and suppliers of materials and equipment included in the Contractor's contract, the Contractor shall have determined and verified all quantities, dimensions, specified performance, installation requirements, materials, catalog numbers and similar data with respect thereto. Further, all drawings submitted to the Engineer shall be reviewed and stamped "reviewed" for conformance to the plans and specifications as regards measurements, size, materials and details by each of the prime contractors. Any drawings or data submitted without the "reviewed" stamp of the prime Contractors shall be returned until this request is complied with.

Engineer's review of the Contractor's shop drawings shall in no way relieve the Contractor of any of his responsibilities under the contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Engineer and noted as "No Exception Taken" or "Make Corrections Noted", shall be entirely at the Contractor's risk. The Engineer's review will be confined to general arrangement and compliance with the contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

The review of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this contract, nor shall the Owner be compelled to accept any structure, equipment or apparatus unless it passes all the tests and requirements of these specifications.



Equipment manufacturers supplying equipment for the project shall examine the Plans and Specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected. Equipment to be furnished shall carry a guarantee of satisfactory operation under the operating conditions shown on the drawings.

The procedure in seeking review of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit six (6) prints of the drawings to the Engineer for review. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles, applicable specification section number and other requirements. The Contractor shall allow two weeks for the review of simple drawings and four weeks for the review of more complex drawings. Unless otherwise specified, however, such drawings shall be submitted at least fourteen (14) calendar days before they are required for fabrication of the materials by the Contractor or supplier.
2. When a drawing is satisfactory to the Engineer, it will be stamped "No Exceptions Taken", be dated and two (2) copies thereof will be returned to the Contractor by letter.
3. When a drawing requires minor corrections by the Engineer, he will stamp thereon "Make Corrections Noted" and will return two (2) copies thereof, to the Contractor with the necessary corrections and changes indicated. The Contractor shall note such corrections and changes.
4. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Amend and Resubmit" and will return four (4) copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit six (6) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Engineer, until drawings are satisfactory. The procedure as outlined in No. 2 above will then be followed.
5. Should a drawing be unacceptable to the Engineer, he will stamp thereon "Rejected". It will be the Contractor's responsibility to resubmit a drawing that will be acceptable.

6. Shop drawings, showing the layout of equipment, piping, fixtures, conduit runs, electrical gear, ducting and all fabricated and manufactured items for inclusion into the project, shall be drawn and submitted at the scale used on the contract drawings for the Plan, Sectional Plans, Sections and Details for that particular building or installation.
7. Contract drawings shall not be reproduced by mechanical, chemical or photographic methods and resubmitted as "shop drawings".

Shop drawings submitted by subcontractors shall be sent directly to the Contractor who shall thoroughly check all subcontractor's shop drawings as regards measurements, sizes of members, materials and details to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Engineer.

All details on shop drawings submitted for review shall clearly show the relation of the various parts, and where the work depends upon field measurements such measurements shall be obtained by the Contractor and noted on the shop drawings before being submitted for review.

All submissions shall be properly referenced to indicate clearly the specifications section, location, service and function of each particular item. Identification of items shall be made in ink and submissions showing only general information are not acceptable.

All submissions shall be properly bound, labeled to indicate contract number and shall include certification of the origin (Buy American) of materials and equipment. Each element of the submission shall be marked and tabulated.

If the shop drawings contain any departures from the contract requirements, request for review thereof shall be made in the contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own expense, prepare and submit revised layout and structural drawings for review. Such drawings shall be the same size as the Contract Drawings unless otherwise approved.

Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where electrical control equipment having internal wiring is required, the detail shop wiring diagrams for such equipment will be required and will, in general, not be reviewed. The submittal for each item of equipment shall include an elementary diagram of the input and output elements which require connections to external equipment and a complete step by step description of the control action of the equipment being submitted.

One complete submittal of shop drawings shall be made at the same time for any one phase of a project such as structural, piping, reinforcing, etc. Shop drawings shall not be submitted piecemeal for said phases.

#### 19. RESPONSIBILITY OF THE CONTRACTOR

The Contractor agrees to perform all work under this contract in accordance with this contract's designs, drawings and specifications.

#### 20. MATERIALS AND WORKMANSHIP

All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use. References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to codes of local, state or federal authorities, shall mean the latest standard, specification, manual or code adopted and published at the date of the Bid, unless specifically stated otherwise. However, no provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner, Engineer, or Contractor from those set forth in this Contract.

The workmanship and materials of all items shall be of the best quality and shall be at all times subject to the inspection, direction and general services of the Engineer or such others as he may appoint, who shall each and all have authority and be afforded facilities to visit all parts of the work and who may reject all workmanship and materials which do not conform to the plans and specifications, as interpreted by the Engineer. All such condemned work or material or both shall be removed and those that are proper and acceptable shall immediately be substituted. Material shall not be delivered so far in advance of their proposed use that they suffer damage.

In all cases where material and quality are not definitely specified, samples or specimens shall be submitted to the Engineer for approval, except as otherwise specified.

The Contractor shall furnish for approval with such promptness as to cause no delay in his own work or in that of any other contractor, all samples as required by the specifications. The Engineer shall check and approve such samples, with reasonable promptness, for conformance with the design and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.

## 21. SOURCES OF MATERIAL

The Contractor shall furnish the Engineer in writing the names and addresses of manufacturers or dealers from whom he intends securing his materials. Any material ordered or delivered at the site without approval is subject to rejection without further cause. No awards shall be made by the Contractor and no work under any item shall proceed until approval of the manufacturer or vendor has been given by the Engineer.

Such approval, when given, will be only on the basis of the manufacturer's experience and similar considerations specified herein, and will in no way imply that the equipment submitted will be approved unless full compliance with the Plans and Specifications is demonstrated by such submitted material, to the Engineer's satisfaction.

## 22. STANDARD PRODUCTS

All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material and equipment. The Contractor, when specifically requested in the detailed specifications for a particular material, equipment or

accessory item, shall offer satisfactory evidence that such items have been in satisfactory operation for five (5) or more years, except that in the instances of recently developed items having a short service record, they may be considered if the deposit, which will guarantee replacement in the event of failure within a five (5) year period from the date of acceptance of the items. Such items proposed under these conditions must meet all the technical requirements as stated in the specifications.

### 23. EQUAL, SUBSTITUTION

Where items are specified by dimensions, this shall not preclude the furnishing of items having other than the specified dimensions, provided the quality, use and serviceability are the same as or equal to that specified and no additional expense or inconvenience is imposed on the Owner or any other subcontractor.

If two or more choices of equipment, devices or materials are specified or shown (e.g. by brand name, model number and manufacturer) each shall be regarded as the equal of the other(s) and the choice shall be at the Contractor's option.

An item, device or material which was not specified or shown but which is proposed by the Contractor and approved in writing by the Engineer as equal to that which was specified or shown shall be regarded as a substitution.

In addition, the proposed substitutions shall be subject to the provisions hereinafter specified.

1. The Contractor shall submit for each proposed substitution complete descriptive literature and performance data together with samples of the materials where feasible. Requests for substitutions shall include full information concerning differences in cost and any savings in cost resulting from such substitutions shall be passed on to the Owner.
2. In all cases the Engineer shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving the same, at his own cost and expense to the satisfaction of the Engineer. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the Engineer. The Contractor shall have and make no claim

for an extension of time or for damages by reason of the time taken by the Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the Engineer to approve a substitution proposed by the Contractor.

3. Where the approval of a substitution requires revision or redesign of any part of the work covered by this contract all such revisions and redesign and all new drawings and details required therefor, shall be subject to the approval of the Engineer and shall be provided by the Contractor at his own cost and expense. Any change in construction work arising out of such revisions and redesign shall be performed and paid for by the Contractor.

The Contractor shall be responsible for insuring that all materials and equipment furnished by him fit the spaces provided in the new construction as well as the spaces which are available in any existing structures. If equipment is substituted and does not meet the configuration shown on the Drawings, the Contractor shall be responsible for all costs involved. He shall make all necessary field measurements and shall order only those materials and equipment which can be accommodated in the space provided.

Where materials or equipment are approved which occupy more or less space than is shown on the Drawings or is available, which require different arrangements from those shown on the Drawings, or which require any modifications of the structures or other equipment or connections, the Contractor shall install the equipment so as to operate properly and in harmony with the intended design and shall provide all labor, materials and equipment necessitated by such rearrangements or modifications at his own expense. Should any such changes cause the Owner to incur redesign costs, the actual redesign costs for said changes shall be deducted from the total contract amount due the Contractor.

Except as noted above, materials and equipment which do not conform to the requirements of the Contract Documents, do not fit the space requirements and arrangements shown, are not equal to the samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed by the Contractor and will not be paid for by the Owner.

Where items are specified by make and model number on the contract drawings, proposed substitutions will be compared to the specific features according to manufacturers literature of the

specified item to determine if the proposed substitution is equal to the specified item.

24. APPLIANCES, EQUIPMENT, ETC.

The Contractor shall furnish all necessary transportation, scaffolding, forms, labor, tools and mechanical appliances and all other means, materials and supplies for properly prosecuting his work, unless otherwise expressly specified.

No direct payment shall be made for work in connection with Contractor's plant nor for his other requirements in carrying out the provisions of his contract. The compensation therefor shall be considered as having been included in the price of the contract.

25. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

Notwithstanding the foregoing, nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

26. CERTIFICATES

All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the site without such certificates will be subject to rejection.

## 27. NAMEPLATES

Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

## 28. SAMPLES

As ordered in the specifications or upon written demand of the Engineer, the Contractor shall submit to the Engineer for approval, samples of materials he proposes to use. Samples shall be in duplicate, of sufficient size, number or amount to show the quality, type, range of color, finish and texture of the material he intends to furnish under this contract.

Each sample shall be labeled bearing the name and quality of the material, the Contractor's name, date, specification and name of the project. A letter from the Contractor requesting approval shall accompany all such samples. Transportation charges to the Engineer must be prepaid on samples forwarded.

Samples shall be submitted in due time so as to permit proper consideration without delaying the Contractor's operation. All materials shall be furnished equal to the approved samples. The use of any material will be permitted only so long as its quality remains equal to the approved sample and any material delivered to the site of the work, whether incorporated in the structure or not, which does not conform to the approved sample, will be rejected and shall be removed and replaced by approved materials at once at the Contractor's expense.

## 29. INSPECTION

The Engineer is the sole judge if it is necessary that any material or equipment be inspected at the place of manufacture.

These General Contract Conditions of the Specifications provide for proper inspection and testing of materials. The selection of bureaus, laboratories, and/or agencies for such inspection and testing is subject to the approval of the Engineer. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the work and rejected material must be promptly removed from the premises.



It must be distinctly understood that the inspection and acceptance of materials and work at the mills, shops, or at any place where material or work is in course of preparation, to facilitate the progress of the work, shall not preclude rejection at the site of proposed work, if the material is found unsuitable.

### 30. TESTS

The Contractor shall furnish all tests, except as noted below, as directed in the specifications or Contract Documents, on drawings or whenever directed to do so by the Engineer. Such tests shall be performed at the Contractor's expense by a reliable testing laboratory approved by the Engineer.

The Contractor shall retain, at his own expense, a qualified testing laboratory which shall make tests on the materials used in concrete, proportioning of concrete mixes, and tests on concrete as the work progresses, and soil testing. Four copies of all test reports shall be supplied to the Engineers by the laboratory.

The Owner reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance test on equipment delivered to the site. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, at no additional cost to the Owner.

Field tests of material and equipment installed shall be made by the Contractor, at his own expense, when ordered by and under the supervision of the Engineer. Field tests of materials on the job site will be made by the Engineer at his discretion. The Contractor shall furnish at his own expense, the materials required for field tests and reasonable labor to assist the Engineer in conducting the tests.

Where operating tests are specified, the Contractor shall test his work as it progresses and shall make satisfactory preliminary tests in all cases before applying to the Engineer for official tests.

Tests shall be made in the manner specified for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the

Contractor shall do so without extra compensation. The Contractor shall furnish material and apparatus, make connections and conduct the official test. The test shall be conducted in the presence of a representative of the Engineer. Should defects appear they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Engineer.

### 31. COSTS OF TESTS

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Specifications including the cost of all water, electrical energy, fuel, lubricants and other accessory items, shall be borne by the Contractors and such costs shall be deemed to be included in the price bid for the contract.

### 32. GENERAL ARRANGEMENT

The Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefor shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made except as provided for in Sections of these General Contract Conditions relating to changes in the work.

### 33. SPARE PARTS AND DATA

As soon as practicable after approval of the list of equipment, the Contractor shall submit for approval a spare parts list for each different item of equipment listed. The list shall include a complete item list of parts and supplies subject to breakdown, with current unit prices and source of supply. A complete set of spare parts and supplies with an inventory list as approved by the Engineer shall be furnished to the Owner to assure efficient operation for a period of 365 days. The foregoing shall not relieve the Contractor of any responsibilities under any guaranty specified herein. The above inventory list shall be submitted with the final shop drawing submission for the equipment. All spare parts shall be plainly tagged and marked for identification and ordering. The contractor shall provide adequate storage and protection for spare parts. Spare parts and supplies shall be turned over to the Owner at start-up.

#### 34. TOOLS AND ACCESSORIES

The Contractor shall, unless otherwise stated, furnish with each type, kind or size of equipment, one complete set of suitable marked, high-grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment.

Each piece of equipment shall be provided with a nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture and principal rating data.

#### 35. OPERATION AND MAINTENANCE MANUALS

The Contractor shall furnish the services of qualified manufacturer's representatives to instruct designated employees of the Owner in the operation and care of all equipment. The Contractor shall also furnish and deliver to the Owner six complete sets of instruction, bulletins, diagrams and other data and information required for proper operation and maintenance of the equipment, including ordering of spare parts. An Operation and Maintenance Manual shall be furnished by the Contractor.

The operation and maintenance manuals shall include, but not be limited to, the following topics:

- 1) Dimension drawing of the installation;
- 2) Assembly and erection drawings of the equipment;
- 3) Complete parts list with prices and name of local supplier;
- 4) Installation instructions;
- 5) Maintenance instructions including lubrication schedule;
- 6) Performance data including temperature, pressure and other limitation;
- 7) As-installed control diagrams, including color coded wiring diagrams for all electrical motor controller connections and interlock connections with other mechanical equipment; and

- 8) Step-by-step operating instructions for each piece of equipment and system, including preparation for starting, shutdown and drainage.
- 9) Operation and maintenance of air release valves on the force main.

The Contractor shall submit two (2) complete copies of the proposed section of the Operation and Maintenance Manual pertaining to each piece of equipment, to the Engineer for review and comment within a period of thirty (30) calendar days after the date of approved shop drawings.

The Engineer shall review and return one copy of the proposed section with comments. The final Operations and Maintenance Manual shall include all equipment and systems and shall be submitted prior to substantial completion. The Contractor shall submit two copies of the final Operations and Maintenance Manual to the Engineer for review. Upon the Engineer's approval, the Contractor shall deliver to the Engineer six (6) additional copies of the complete Operation and Maintenance Manual.

In addition to the requirements listed, the Operation and Maintenance manual shall include the following format:

- 1) Neatly typewritten index near the front of the manual, giving immediate information as to the location within the manual of all emergency data regarding the installation.
- 2) Use heavy-duty plastic covers with binding mechanism concealed inside the manual; 3-ring binders will be acceptable; all binding shall be subject to the Engineer's approval.
- 3) Covers: Provide front and back labels for each manual, using durable material approved by the Engineer and clearly identified on or through the front cover with at least the following information for each project:

OPERATION AND MAINTENANCE MANUAL  
(Project Name)  
(Contract Number)  
ROCKLAND COUNTY SEWER DISTRICT NO. 1  
ORANGEBURG, NEW YORK  
  
(Name of Contractor)  
(General subject of this manual)  
(Space for approval signature of Engineer and date of approval)

### 36. EQUIPMENT INSTALLATION

The Contractor shall have on hand sufficient proper tools and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the location and elevations shown on the plans unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connection can be made readily between the various units.

The Contractor shall furnish all oils and grease for the initial operation, and shall give the Engineer a list of the lubricants used on each item of the equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer approved by the Owner. Each item of equipment shall be tagged to show the date and the name and the type of lubricant used.

The Contractor shall insure that all grease fittings on each piece of equipment furnished under the Contract are standardized so that only "Alemite" button-head type of fitting is utilized. Fittings shall be standard or giant size according to the type of service performed.

### 37. ADDITIONAL ENGINEERING SERVICES

In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or to provide additional engineering services as a result of the Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, then the Engineer's expense in connection with such additional services shall be paid by the Contractor to the Owner, who shall reimburse the Engineer.

### 38. SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather,

ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Contractor shall be fully responsible for conditions found at, and in the vicinity of, the Work Site. Contractor shall have no claim for damages, for compensation in excess of the Contract price, or for a delay or extension of the Contract time based upon conditions found at, or in the vicinity of, the Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner or Engineer, or is or has been otherwise made available to Contractor by Owner or Engineer, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract unless such information has specifically been shown or depicted on the Plans or Drawings. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Site, or that the conditions indicated are representative of those existing at any particular location, or that contractors working on other projects may not change the conditions indicated at, and in the vicinity of, the Site, or that unanticipated conditions may not be present.

### 39. BORINGS AND TEST PITS

Borings and test pits have been done at the site and are included in Appendix G as reference material only. All such material is furnished for informational purposes only and is excluded from and is not part of this Contract. It is presented in good faith, but is not intended as a substitute for personal investigation, interpretations or judgement of the Contractor.

40. NOT APPLICABLE

41. SURVEY AND STAKEOUT

A. Work by Others:

1. Basic horizontal control will be established by the Engineer in conformance with Section 43 of the General Contract Conditions.

2. Benchmarks will be established by the Engineer in conformance with Section 43 of the General Contract Conditions.

B. Work by the General Contractor:

1. All survey work to be performed by the Contractor shall be performed by a surveyor licensed to practice in the State of New York.

2. All work under this contract shall be constructed in accordance with the line and grades shown on the Plans or as given by the Engineer.

3. The Contractor shall at his own expense, establish all working or construction lines and grades as required, in accordance with the base measurement of the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer, and shall submit the field records for line and grade in an acceptable manner prior to the start of construction.

4. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to work, in order that the control points may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer or delay to the Contractor. It is the intention not to delay the work for control points, but when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose.

5. The Contractor shall provide grade sheets showing the existing surface elevation, and proposed elevation of pipe, every fifty (50) feet or as required to determine the depth categories for payment purposes, a minimum of 24 hours prior to excavation for any pipe.

6. The Contractor shall be held responsible for the preservation of all stakes, property lines, corners, control points and, if in the opinion of the Engineer, any items mentioned above have been destroyed or disturbed.

7. Property lines/corners which may be disturbed during construction shall be properly "tied-in" to fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work by a licensed surveyor. This work is the responsibility of the Contractor.

8. The Contractor's horizontal control surveys shall close at least 1:10,000 and vertical control survey shall run 1/1,000 of a foot.

#### 42. MATERIALS

All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily, shall be provided by the Contractor. All stakes shall be of a type approved by the Engineer. It shall be the Contractor's responsibility to maintain these stakes in their proper position and locations at all times. Materials to be used by the Engineer shall be delivered by the Contractor to the site of the work, where control surveying is required.

#### 43. CONTROL SURVEY

The Engineer will provide available information on bench marks for the vertical control and horizontal control points. The Contractor shall establish such supplementary bench marks and base lines that are required in order for him to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work (1) to the exact position and elevation as prescribed in the specifications and as shown on the drawings, (2) as may be modified at the direction of the Engineer to meet changed conditions or (3) as a result of modifications to the work covered by this contract.

#### 44. DATUM OF PLANS

All land, surface and water elevations refer to the datum specified on the Construction Drawings.

#### 45. PROGRESS PHOTOGRAPHS

The Contractor shall engage and pay for the services of a professional photographer to make photographs prior to moving on



the site and each month thereafter at locations and at such stages of construction as directed by the Engineer. Upon completion of the project a minimum of 20 views of the project site shall be taken as directed by the Engineer to indicate the general extent of the work.

In addition, photographs shall be taken of all unusual construction areas and at street crossings, paved driveway crossings, and at all points of possible future controversy before any work at these points is started.

The Contractor shall deliver one (1) print of each negative to the Engineer. Photographs shall be 8 x 10 inches in size, and shall have the following information typed and placed on the back of each photo:

1. Title of project, photograph number (consecutive).
2. Location of photograph and direction of view.
3. Date.
4. Description of photograph including portion of work.
5. Contractor's name.

Contractor shall also deliver an electronic copy of progress photographs on a compact disc (CD). CD shall include a printed label with Contractor name, contract name and number, and date of photos.

The selection of the subject matter and the time for taking photographs shall be determined by the Engineer. Ten (10) photographs showing features of the work during each stage of the work, shall be furnished each month.

In addition to the above photographs, the Contractor shall provide preconstruction and post-construction videos of the entire project area. The Contractor shall also videotape specific areas just prior to excavation. Preconstruction and post-construction filming shall be taken of the site for the entire project. Preconstruction filming shall be taken before any work is started. Post-construction filming shall be taken immediately after all work has been completed. Filming shall be taken to especially note the condition of any structures, lawns, trees, sidewalks, fences, etc. on and adjacent to the work to ascertain whether or not these items have been replaced to their original condition. Ownership of the videotapes shall remain with the Owner.

#### 46. AREA TO BE OCCUPIED BY CONTRACTOR

The proposed work is located on the Owner's property, areas within highway rights-of-way, and within easements acquired by the Owner. The Contractor shall confine his work to these areas and should he occupy land outside of these boundaries, it shall be at his own risk and expense.

#### 47. PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. All damage to easements, as well as personal property, shall be repaired at the Contractor's expense. Easements and private properties shall be restored to their original conditions to the satisfaction of the Owners and the Engineer.

If it is necessary to remove any structures due to the requirements of the work, the structures removed shall be replaced so that they are equal to the original condition. The Contractor shall assume full responsibility for any damage done and shall save the Owner harmless in all respects. Adequate insurance, approved by the Owner, shall be carried by the Contractor to cover his responsibility.

Public utilities shall be protected and service maintained. If it is necessary to move any utilities, arrangements will be made by the Contractor with the utility company for said work. Permanent support for all trench crossings of existing utilities shall be provided and shall meet with the approval of the Owner or utility company concerned.

Any damage to gas mains, gas service, water mains, water services, cross drains, culverts, sewage disposal systems, electric conduits, utility poles and wires, guard rails, etc. shall be repaired or replaced at the Contractor's expense.

The Contractor shall include in the unit prices bid for the work the cost of relocation of all existing utilities (above and below ground) such as sewer and water pipe lines, poles, gas lines, etc. except where the utility company is required by law to relocate at their own expense.

The Contractor shall protect trees, shrubbery and other natural features or structures from being cut, trimmed or injured, unless ordered by the Engineer for clearing the site of the work. He shall prevent employees from tramping in shrubbery and vehicles from being driven through wooded lands. He shall protect trees

adjacent to the work with plank wells, if necessary. See the Technical Specifications and construction details for additional tree protection details.

The Contractor shall provide and replant at his own expense, trees, lawns, shrubbery and other natural features destroyed or damaged. He shall conduct his operations within such limits as the Engineer directs.

It is the Contractor's responsibility to make himself aware of, and comply with, such safety regulations as may be required by jurisdictional agencies and shall at all times conduct his operations so as to avoid and eliminate any unsafe conditions created by his operations.

In the event of any claims for damage or alleged damage to private property as a result of work under this contract, the Contractor shall hold the Owner harmless and shall be responsible for all costs in connection with the settlement of, or defense against, such claims. Prior to commencement of work in the vicinity of private property, the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

#### 48. EXISTING STRUCTURES AND UTILITIES

A. The Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., as to depth and alignment in advance of laying, for coordination of the work with the owners of such existing structures and utilities during construction, for the safety and protection thereof, and repairing any damage done thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract Price. The Contractor shall excavate and uncover all underground utilities and structures to be crossed or paralleled by the proposed work a sufficient time in advance of construction to permit change in line and grade of the proposed work if the location of the existing utility or structure should interfere with the proposed work.

B. Where it is necessary to install the sewer pipelines or force mains close to or between other pipe lines for short distances, the Contractor shall shore, block and protect the other

mains to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipe lines.

C. Whenever existing utilities or other underground facilities are encountered which obstruct the line or grade of a proposed pipeline or other underground facility, the Contractor shall promptly, after becoming aware thereof and before performing any work affected thereby, identify the Owner of such existing utilities or underground facilities and give written notice thereof to the Owner of such existing utilities or underground facilities and to the Owner and the Engineer. The Engineer will promptly review the existing utilities or underground facilities encountered to determine the extent to which the Contract Documents need to be revised to reflect and document the consequences and the Contract Documents will be revised to the extent necessary. A reasonable time interval will be allowed to the Engineer for preparing such revisions. During such time, the Contractor shall be responsible for the safety and protection of such existing utilities or underground facilities. A time extension, without any increase in compensation, including for mobilization or demobilization of personnel or equipment, will be allowed in proportion to the delay incurred and provided that performance of the work as a whole was delayed, and that the delay exceeded the float time available in the affected activities in the Official Project Schedule at the time of the occurrence of the delay. Payment for mobilization/demobilization under the lump sum price bid will not be made more than once, regardless of whether the Contractor may, for any reason, shut the work down on the project and move his equipment away from the project site and then back again.

D. Access to various municipal structures shall not be obstructed by the Contractor to prohibit use of hydrants, valves, manholes, fire alarms, etc. The Contractor is to make no connections to existing water mains, or operate valves on existing mains or otherwise interfere with the operation of the existing water distribution system, without first giving twenty-four (24) hours' notice to the Owner, and securing his approval of the proposed action.

If it becomes necessary to shut off the water service, consumers to be affected shall be notified at least three hours before by the Contractor, and in the case of industry, provide reasonable notice considering his requirements.

#### 49. SUPERVISION-COMPETENT WORKERS

The Contractor shall give the work his personal attention. He shall keep on the work at all times, from the start to the final

acceptance of the work, a superintendent who, in the absence of the Contractor, shall receive orders and directions from the Engineer. The superintendent shall have full authority from the Contractor to execute these orders without delay and to supply materials, equipment and labor. The Superintendent shall be competent, experienced and English-speaking, and he shall attend all job meetings called by the Owner.

The Superintendent shall not be changed except with the consent of the Engineer unless the Superintendent proves to be unsatisfactory to the Contractor. The Superintendent shall represent the Contractor in his absence and all directions given to him, verbally or otherwise, shall be as binding as if given to the Contractor. Important verbal directions will be confirmed in writing by the Engineer to the Contractor. Other verbal directions will be so confirmed on written request of the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention. The Engineer shall not be responsible for the acts or omissions of the Superintendent or his assistants.

The Contractor shall employ only competent and efficient workmen and first class mechanics or artisans for every kind of work. Whenever, in the opinion of the Engineer, any man is unfit to perform his task, or does his work contrary to directions, or conducts himself improperly, the Contractor must remove him immediately from the project upon the Engineer's written request.

#### 50. INSPECTORS

Duly authorized inspectors who shall perform their duties under the direction of the Engineer will be assigned to the work on each part thereof.

No Contractor shall refuse to allow representatives of the county, state, and federal agencies to gain access to the project and to make such inspections as are required.

All material and workmanship shall be subject to inspection, examination and testing by the Engineer and other representatives of the Owner and Rockland County agencies at any and all such times during manufacture and/or construction, and at any and all places where such manufacture and/or construction are carried on.

The Contractor shall execute his work in the presence of an Inspector and during the working hours of the day unless specifically directed otherwise and shall afford every facility for inspecting the materials and work at all times. The presence of the Inspector shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and

the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications.

The Contractor shall keep a job diary listing the activities performed, the personnel on the job site and any other noteworthy items. Such diary shall be available for the inspection of the Owner or the Engineer.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

At any time during the progress of the work and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer, to disapprove or reject any work or materials at the time of inspection, shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective, or improperly done, such work shall be removed and replaced or the defects otherwise remedied in a manner satisfactory to the Engineer and consistent with the intent of the Contract.

#### 51. STORAGE AND HANDLING OF MATERIALS

The Contractor shall store his equipment and materials at the job site, if space is available, in a manner acceptable to the Owner or Engineer and in conformity to applicable statutes, ordinances, regulations and rulings of proper public authority. He shall not store unnecessary materials or equipment on the job site. He shall enforce the instructions of the Owner and the Engineer respecting signs, advertisements, fire and smoking.

The Contractor shall store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.

The Contractor shall place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

Materials stored upon streets or roads shall be so placed as to cause minimum obstruction to traffic and to the public. Materials shall not be placed within ten feet of fire hydrants. Gutters and drainage outlets shall be kept unobstructed at all times. The Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property.

## 52. PROTECTION OF WORK AND MATERIALS

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the commencement of the Work until final payment. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all persons on or adjacent to the Site. Without limiting the foregoing, Contractor shall, at its own cost and expense, (1) provide all reasonable temporary measures, to the satisfaction of Engineer, as necessary to protect the Work in progress against damage, and to facilitate the completion of the Work; (2) provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work, in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified; and (3) support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work.

Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Site or other property as a result of the Work.

No specific provision of this Contract to the effect that Contractor shall be responsible and liable at its sole risk and cost for the Work or any part thereof or for damage, loss, or injury caused by Contractor shall be construed to be an exclusive listing of the circumstances in which Contractor bears such responsibility and liability, but, rather, all such provisions shall be construed to be exemplary only.

Notwithstanding any other provision of this Contract, Contractor's obligations under this GCC-52 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this GCC-52.

### 53. PROTECTION OF TRAFFIC

The Contractor shall conduct all of its operations without interruption of or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. All public and private rights-of-way not closed by permission of the proper authorities shall be maintained passable and safe by Contractor, who shall assume and have full responsibility for the adequacy and safety or provisions made therefor. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

The Contractor shall inconvenience traffic as little as possible and shall provide suitable barricades, red lights, "Danger" or "Caution" signs at all places where the work constitutes in any way a hazard to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

In addition, the Contractor shall provide and maintain such other warning lights and barricades in other areas as may be required for the safety of those employed in the work or visiting the site.

The Contractor shall provide watchmen at particularly dangerous locations such as railroads, heavily traveled roadways and similar locations, and where ordered by the Owner.



Access to private properties over driveways shall be maintained. Temporary structures erected by the Contractor to accomplish this shall be safe. The Contractor shall be liable for any damage or injury resulting from the work.

Arrangements for traffic protection and control, detours, barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities' requirements.

#### 54. TRAFFIC CONTROL

Efforts shall be made to preserve two-lane traffic on all roads except in areas where it becomes necessary; then one lane of traffic will be open for traffic. At all road crossings where "open cut construction" will be allowed, one lane of traffic will be preserved.

When it is necessary to close a street temporarily, detours shall be provided and plainly and adequately marked. The contractor must obtain approval of the agencies having jurisdiction prior to establishing a detour. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the work. The Contractor shall provide uniformed signalmen to direct traffic at major intersections and as directed by the Engineer.

Contractor must also follow all requirements as detailed in the Technical Specifications and the Contract Drawings.

No additional compensation shall be allowed for traffic control. All costs thereof shall be included in the various prices bid for the work.

#### 55. WORK ALONG HIGHWAYS, RAILROADS, WATERWAYS, AIRPORTS, ETC.

Work along and under roads, railroads, waterways, airports, etc. shall be made in accordance with the Plans and Specifications, and in compliance with permits for the work issued by the Agency of jurisdiction, which permits the Contractor shall secure and pay for. The cost of any temporary structures or facilities required by the agency having jurisdiction, shall be paid for by the Contractor. The cost of all additional insurance, etc. required by the permit shall be provided by the Contractor.

Any special backfill required shall be paid for under the appropriate bid item, unless otherwise indicated. All other work, materials and equipment shall be included in the construction prices and no extras will be allowed for such construction. The

contractor shall determine the general requirements of permits of controlling agencies prior to submitting a bid.

The costs of flagging, protective personnel and engineering inspection provided by a railroad, airport, highway department, etc. shall be reimbursed by the Contractor. Costs arising from damage arising from the Contractor's work shall be reimbursed by the Contractor.

#### 56. HOURS OF WORK

It is proposed that the work shall progress on the project every work day during the week and continuously week by week, until the job is complete, except for holidays, and such days as weather or working conditions make work impractical in the opinion of the Engineer.

Weekend work, or work during holidays, or night work after 5:00 P.M. and earlier than 7:00 A.M. shall not be performed without the consent of the Engineer and/or Owner, except in an emergency. Holidays observed by the Engineer and/or Owner include the following:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the day after Thanksgiving Day
- Christmas Day

The work day for the Engineer and his staff begins at 7:00 A.M. and ends at 5:00 P.M. If the Contractor wishes to prosecute any portion of the work outside of these hours, he shall first obtain permission from the Owner and Engineer, notifying them each time in advance, giving them ample time in which to schedule an Inspector for the work. The Contractor shall reimburse the Owner for the Engineer's overtime costs. These costs shall be deducted from the Contract.

The above stated hours of operation shall not serve to release the Contractor from gaining New York State Labor Department approval for hours in excess of a 40-hour week and eight-hour day.

#### 57. INCLEMENT WEATHER

Work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. The Contractor shall carefully protect his work against damage or injury from the weather, and when work is permitted to proceed during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

If, in the opinion of the Engineer, any work or materials shall have been damaged or injured, by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

#### 58. DUST HAZARD

If, in the carrying out of this contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the General Contractor agrees to install, maintain and effectively operate such appliances and methods during the life of this contract; and in case of failure of compliance of the General Contractor as provided by Section 222-a of the Labor Law, the contract shall be void.

When directed by the Engineer, the General Contractor shall apply dust controlling agent(s) where directed and in such quantities and at such frequencies as may be required to control such dust and prevent it from becoming a nuisance to the surrounding area at no additional cost to the Owner. All roads must be maintained dust-free at all times. Daily cleaning will be required.

All dust controlling agents shall be approved by the Engineer before use. The use of calcium chloride and/or petroleum products to control dust is strictly prohibited.

#### 59. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Site, including the safety of all persons and property during performance of the Work. This

requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. Contractor shall employ or hire a competent safety representative or Subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. Contractor shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Neither Owner nor Engineer shall be responsible for conditions at the Site, nor for the safety of persons or property, during the performance of the Work.

The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply First-Aid service to any of his personnel who may be injured in connection with the work. The Contractor shall promptly report in writing to the Engineer all accidents whatsoever, arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or a subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer and Owner, giving full details of the claim.

#### 60. TEMPORARY LIGHT AND POWER

It shall be the obligation and responsibility of the Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operation and to make all necessary arrangements therefore, including all required connections, ordering the meter, and paying all fees and inspection charges. Removal of temporary facilities shall be by the Contractor.

If in the opinion of the Engineer, the facilities provided are inadequate, the Contractor will not be permitted to proceed with any portion of the work.

All wiring for electrical light and power shall be installed and maintained in a first class manner, as ordered and approved and at all points securely fastened in place. The exterior and interior of structures must have sufficient light and power at all times to ensure continuous and safe operation.

61. TEMPORARY WATER SERVICE

It shall be the obligation and responsibility of the Contractor to provide and maintain temporary water services on the site of work suitable for the operations and to make all necessary arrangements and payments therefor. The Contractor shall also provide at his own expense the water supply necessary for drinking purposes for all of his personnel.

62. TEMPORARY HEAT

The Contractor shall provide temporary heat as required when work is being carried on during cold weather and to prevent damage to the work. Heat shall be furnished when and as directed by the Engineer, by means of portable or fixed units. The Contractor shall provide and pay for all fuel used in the temporary facilities.

63. SANITARY REGULATIONS AND PROVISIONS

The Contractor shall provide and maintain, for the use of his employees, a minimum of two (2) chemical field toilets. Toilets shall be screened from public view and maintained regularly. The facilities shall be furnished and maintained in strict conformity with State and County health laws.

64. FIELD OFFICES

The Contractor shall provide a field office to be located at the site. The field office shall be weathertight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture, drawing display table, and filing cabinets for his use and for project meetings convened by the Engineer or Owner. The field office shall be maintained throughout the duration of construction.

Provide space for project meetings, with table and chairs to accommodate 10 persons.

The General Contractor shall provide a similarly-equipped separate private office for exclusive use of the Engineer, including the following additional features:

1. Minimum size - 200 square feet.
2. Equip windows and doors with locking devices to prevent unauthorized entry. Provide keys to the Engineer.
3. Provide flat-top desk and office chair, two straight-back chairs, one steel supply cabinet, and a four drawer file cabinet.
4. Direct-line telephone service to include a phone with answering machine with access to messages from a remote location. Contractor to pay for all job-related phone charges.
5. Provide high speed internet. Contractor shall pay for all required fees including installation and usage throughout the duration of the project.
6. One new personal computer system complete per the following specifications. Computer system shall be an HP Elite Book laptop computer system or equal with the following minimum requirements:
  - a. Intel i5 Processor (2.50GHz).
  - b. Software shall be factory installed, including but not limited to, Microsoft Office Word and Excel, McAfee Antivirus, Adobe Acrobat Reader 10.0, as well as standard factory installed software included with this computer system.
  - c. Operating system shall be Windows 7 Professional Service Pack 1 with media.
  - d. Memory shall be 4GB minimum.
  - e. 15.6-inch High Definition TL WLED LCD Display.
  - f. Video card shall be capable of 1280 x 800 minimum resolution.
  - g. 250GB hard drive, 7,200 rpm.
  - h. 8X CD/DVD burner (Dual Layer DVD+/-R Drive).
  - i. Battery shall be a 4-cell lithium ion battery (2.6Ahr).
  - j. Mouse shall be a USB two-button mouse with scroll and mouse pad.
  - k. High Definition audio 2.0 sound.

- l. Network adaptor shall be an Integrated (10/100/1000) Network Card.
- m. Built-in webcam shall be an Integrated 1.3 MP webcam.
- n. Wireless modem shall be 802.11 a/b/g/n.
- o. Hardware support services shall include a three-year limited warranty plus a three-year on-site service and three-year HW Warranty Support service.

The computer, software, and accessories shall be compatible with those in use by the District at the time the construction period commences.

- 7. Contractor shall lease one multi-function printer for the duration of the project. Unit shall include the following:
  - a. Unit shall be Xerox Workcentre 7120 or equal.
  - b. Unit shall have the ability to scan, copy, print, and fax. Unit shall be able to scan, copy, and print in black and white and color.
  - c. Maximum document size shall be 11-inch by 17-inch.
  - d. Maximum print, copy, and scan resolution of 600 x 600 dpi.
  - e. Minimum 667 MHz processor.
  - f. Minimum 2GB of memory.
  - g. Connector type shall be USB 2.0.
  - h. Minimum 33.6 Kbps fax capacity.
  - i. Include standard software, driver, and utilities. Analog phone line shall be required for fax capability.
  - j. Include 1,000 sheets of standard 8-1/2-inch by 11-inch standard plain printer paper and 500 sheets of 11-inch by 17-inch printer paper.
  - k. Contractor shall pay for installation and all charges associated with the unit (including maintenance and warranty work) during the construction period.
- 8. Install 24-inch by 30-inch sign on the outside wall as determined by the Engineer. Paint sign white with blue, 3-inch high lettering, neatly arranged, to read: "Field Office, Rockland County Sewer District No. 1."
- 9. The field office shall be equipped with companion sanitary facilities consisting of a portable toilet equivalent to Port-O-San or equal. The Contractor shall clean and maintain the toilet facility at a minimum of once per week or more frequently if needed.

10. A water cooler with bottled water.

11. Contractor shall pay for all electric, heating, and telephone costs.

The General Contractor shall arrange for offices to be cleaned at least once per week.

The location of office trailers is to be approved by the Engineer.

In addition to a field office, the Contractor shall at all times possess, at each separate work location, a cellular telephone. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept in the field by the Contractor at all times.

65. PROJECT SIGN

The General Contractor shall provide and maintain at an approved prominent position at the site, a project sign approved by the Owner and conforming to the specifications and details shown on Figure #1 set forth in the Special Contract Conditions. The project sign shall be 4 feet by 8 feet in size. The project sign shall identify that the State of New York is participating in the project. The sign shall be erected within thirty (30) days after the Notice To Proceed.

The Contractor shall protect the sign from damage during the continuance of the work under the Contract and shall do all patching of lettering, painting, and bracing in the proper position. At the expiration of all work under the Contract, the project sign shall be removed by the Contractor.

66. CLEANUP

During construction of the work, each Prime Contractor shall, at all times keep the site of the work and adjacent premises as free from material, debris and rubbish as is practical and shall remove the aforementioned from any portion of the site, if in the opinion of the Engineer such material, debris or rubbish constitutes a nuisance or is objectionable.

Off site disposal of construction debris shall be handled in accordance with all State and local regulations. Any asbestos materials encountered must be handled and/or disposed of in accordance with State of New York Department of Labor Industrial



Code Rule 56. In no case shall such debris be disposed of in water bodies, flood plains or wetlands.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.

At the conclusion of the work and before final payment, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

67. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, and shall assume all responsibility for damage to the Owner and defend all suits at his own expense, arising through infringements of patent rights, connected with any or all of the materials, appliances, articles or systems used in the performance of this work, and shall pay all royalties on apparatus or methods installed by him.

The Contractor shall hold and save the Owner and its officers, agents, servants and employees, harmless from liability of any nature of kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, "except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified".

68. PERMITS AND LICENSES

In general, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the proper and lawful prosecution of the work as required by the Agency having jurisdiction. Any cost associated with additional field supervision by agency shall be the Contractor's responsibility.

The Contractor has the obligation to construct the improvements according to the requirements of permits to be issued by the various agencies. All work not in accordance with permits issued shall be removed by the Contractor at his own expense.

Where a particular agency requires that the permit and bond be obtained by the Owner, the Contractor shall so inform the Owner

and the Engineer sufficiently in advance to allow the Owner to obtain said permits from the agency having jurisdiction. All costs associated with the permits will be paid for by the Contractor. Any delays encountered by the Contractor due to lack of sufficient time to obtain permits shall be borne fully by the Contractor.

If changes in the work or alignment require that additional permit(s) be obtained, the cost for any delays in construction shall be borne by the Contractor.

In accordance with County of Rockland Local Law No. 11 of 1967, entitled Licensing of Electricians and all subsequent amendments, and Local Law No. 17 of 1974, as amended by Local Law No. 10 of 2007, entitled Licensing of Plumbers, HVAC and Refrigeration, and all subsequent amendments, a Contractor shall possess a valid County of Rockland license for the trade required for the work as of the date of the opening of the Bids.

#### 69. LAWS, TAXES

The Contractor shall comply with all laws, ordinances, rules and regulations affecting the work, and shall give proper public authorities all requisite notice in connection with the work. The Contractor shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances, and should he perform any work called for by the specifications or drawings, knowing it to be contrary to such laws, regulations, rules, and ordinances, and without notifying the Engineer, in writing, and obtaining written consent to proceed, he shall bear all costs and damages arising therefrom.

The Contractor shall pay all taxes, applicable to the work and materials supplied under this contract, it being understood that in no case shall any such tax be borne by the Owner.

#### 70. HOURS AND WAGES

No laborer, workman, or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in case of extraordinary emergency as described in Section 220(2) of the N.Y. State Labor Law.

The wages and supplements to be paid to laborers, workmen or mechanics performing work under this contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law or the Davis-Bacon Act

(40 USC276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), whichever is higher.

There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the project under this contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the classifications, of the various State and Federal Agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of the Owner's Engineer or its other authorized representatives, shall be referred for determination to the Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

The foregoing specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the Contractor.

Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated officials.

#### 71. POSTING MINIMUM WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

On projects involving both State and Federal Agencies the Contractor will be required to post both State and Federal Wage Rates, the higher of which shall apply in any classification.

72. PAYROLL RECORDS

The Contractor will be required to furnish to the Engineer duplicate copies of all payrolls incurred as a result of work on the project. Payrolls are to be submitted on forms to be supplied by the Owner or the Federal or State Agency having jurisdiction not later than three days after the close of any payroll period.

73. APPRENTICES

The minimum wage rates, if any, herein specified, for apprentices, shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any subcontractor shall not exceed the number permitted by the applicable standards of the United States Department of Labor.

74. COMPUTATION OF WAGES ON EIGHT-HOUR DAY; OVERTIME  
COMPENSATION

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basic day rate of 8 hours per day, 8 hours of continuous employment, except for lunch periods, constituting a day's work when a single shift is employed, and 7-1/2 hours of continuous employment except for lunch period constituting a day's work when 2 or more shifts are employed. Work in excess of 8 hours per day shall be permitted upon compensation when a single shift is employed, at a minimum of 1-1/2 times the basic rate of pay (i.e., the rate actually payable to the laborer or mechanic, which may be higher but not lower than the minimum wage set forth in the foregoing schedule) for all hours worked in excess of 8 hours, on any one day, and when two or more shifts are employed, at a minimum of 1-1/2 times the basic rate of pay for all hours worked in excess of 7-1/2 hours on any one day. In addition, all laborers and mechanics shall receive compensation at a rate not less than 1-1/2 times their basic rate of pay for all hours of work in excess of forty in one work week when one shift is employed and all hours of work in excess of thirty-seven and one-half in one work week when two shifts are employed. The provisions of this article shall not limit agreements to the contrary, mandatory overtime compensation in excess of that

stipulated herein and such extra compensation shall not constitute a claim for additional compensation under this Contract.

75. WAGE UNDERPAYMENTS AND ADJUSTMENTS

The Contractor agrees that in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the Employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

76. PAYMENT OF EMPLOYEES

The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276 (c) and any amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly statements of compliance. In case of subcontracts, the Contractor shall cause appropriate provision to be inserted in any subcontracts for the work which he may let to ensure compliance with said Anti-Kickback law by all subcontractors subject thereto, and the Contractor shall be responsible for the submission of all statements of compliance required of subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project in conformance with Section 220, Article 8, New York State Labor Law.

77. ANTI-KICKBACK CLAUSE

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation

to which he is otherwise entitled. The Owner will report all suspected or reported violations to DOL.

78. NOTICE TO PROCEED

Work shall be started on the Contract within 10 days of the Notice to Proceed given by the Engineer. If the Contractor starts work prior to the Notice to Proceed, such action shall be deemed a waiver of such notice.

79. CONSTRUCTION SCHEDULE

All costs incurred by the Contractor to correctly implement the Official Project Schedule shall be deemed to be included in the prices bid for the various Items of the Proposal for his contract.

A. Official Project Schedule - Contractor shall prepare a construction schedule and shall submit two copies of the preliminary construction schedule to the Engineer within 30 days of the Notice to Proceed.

Contractor shall finalize his construction schedule based on the comments of the Engineer. An approvable final construction schedule shall be submitted to the Engineer no later than 45 days after issuance of the Notice to Proceed by the Owner to the Contractor.

The construction schedule shall be prepared in accordance with the following requirements:

Content - Supply the following information on the Construction Schedule:

1. Shop drawing submittal dates and required approval dates.
2. Product and equipment delivery dates.
3. Factory and field testing dates.
4. Dates for beginning and completing each phase of the work by activity and by trades.

### Format

1. Type - Horizontal bar chart.
2. Sheet Size - 24 inches by 36 inches.
3. Time Scale - Indicate first date in each work week.
4. Activity Designations - Show title and related specification section number.

### Organization

1. Group shop drawing submittal and reviews into separate subschedule.
2. Group product deliveries into a separate subschedule.
3. Group construction work into a separate subschedule by activity.
4. Group critical activities which dictate the rate of progress into a separate subschedule.
5. Organize each subschedule by Specification Section number.

### Coordination

1. To assure completion of the Work within the established time of completion, all activities of Contractor will be scheduled and monitored by use of the Official Project Schedule.
2. In the preparation of the construction schedule, Contractor shall take into consideration shop drawing submittal and approval time, the delivery time of equipment and materials, subcontractors work, availability and abilities of workmen, weather conditions, and restrictions in operations at the Project site, and all other items that may effect completion of the Work within the time requirements of the Contract Documents.

## B. Scheduled Updating

1. Weekly Progress - The Contractor shall submit a weekly progress report to the Engineer. The weekly reports shall include manpower and work activities. The Contractor will include a copy of the portion of the Official Project Schedule relating to the activities involved during that week. This information will be used as a checklist on which the Contractor and his subcontractors will indicate start and finish dates for all activities as well as percentage of completion. In addition, the Contractor will indicate which activities they plan to start the following week.
2. Official Project Schedule Update - The General Contractor shall submit monthly updates of the Official Project Schedule. The updates shall be reviewed at monthly update meetings (or lesser intervals if deemed necessary). Monthly updates shall indicate the following:
  - a. Approved changes in activity sequencing.
  - b. Changes in activity durations for unstarted or partially complete activities where agreed upon.
  - c. The effect of any delays to any activities in progress and/or the impact of known delays which are expected to affect future work.
  - d. The effect of Contractor Modifications on activity duration.
  - e. Changes to activity logic, where agreed upon, to reflect revision in the Contractor's plan, i.e., changes in activity duration, and activity sequence for the purpose of regaining lost time or improving progress.
  - f. Changes to milestones, due dates and the overall Contract Completion Date, which have been agreed upon by the Owner since the last revision of the Schedule.



The Schedule shall accurately reflect the manner in which the Contractor intends to proceed with the project and shall incorporate the impact of all delays and Change Orders as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by the Owner prior to inclusion in the Schedule. When the Owner and the Contractor are unable to agree as to the amount of time to be allowed for Change Order work, or the manner in which this work is to be reflected, the shall reflect the logic and time durations furnished by the Contractor for the Change Order pending final Owner decision. If unapproved Contractor logic and time durations are used, the Contractor agrees that any time which is projected to be lost on the project as a result of these schedule changes will be considered the responsibility of the Contractor until a final agreement has been made or a final decision rendered by the Owner regarding the manner in which the Change Order work is to be reflected on the Schedule. When this final decision has been made by the Owner, the Schedule shall be revised in accordance with such decision and issue a final analysis of the effect of the change on the project.

If the Contractor desires to revise the logic of the approved Schedule so as to reflect a sequence of construction which differs from that originally agreed to, he must first obtain the approval of the Owner. If this change extends the completion date of the project or delays work, the Contractor agrees that these impacts and all associated cost will be considered a claim to be assessed against the Contractor initiating the change and will not be the basis for a project time extension. The change will not be used as the basis of a claim against the Owner.

Once each month, at the same time the schedule is updated, the Owner and the Contractor shall jointly make entries to identify those activities stated by date and those completed by date during the previous period, to show estimated time required to complete each activity started but not yet completed, to show activity percent completed and to reflect any changes in the schedule approved in accordance with the preceding paragraph. After

completion of the joint review, an updated schedule will be generated by the General Contractor.

C. Time Extensions - The Engineer will issue time extensions as may be necessary whenever delays occur which satisfy the requirements of Article "TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS" and which effect critical work sequences or which have such an impact that the delay exceeds the available float.

Time extensions will not be granted unless substantiated by the schedule and then not until the project contingency becomes zero.

The contract completion time or times will be adjusted only for causes specified in this Contract. In the event a Contractor requests an extension of any Contract Completion Date, he shall furnish such justification and supporting evidence that the Engineer requires to evaluate the finding of fact and advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any Contract Completion Date under the provisions of this Contract, the determination as to the total number of days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data will be included in the next updating of the schedule.

A total project time extension may be issued if delays which are determined to be beyond the control of the Contractor affect the main project critical path shown on the Schedule, thereby directly extending the final project completion date.

Contractor shall acknowledge and agree that the evaluation of project delays and determinations regarding project time extension will be based upon the project Schedule and the following criteria:

1. Float time shown on the Schedule is not for the exclusive use of either the Contractor or the Engineer. It is agreed that float time is available for use by all parties to facilitate the effective use of available resources and to minimize the impact of problems or change orders which may arise during construction. Contractor shall specifically agree that float time may be used by the Owner or their Representatives or Consultants in conjunction with their review activities or to resolve project problems. Contractor agrees that there will be no basis for a project time extension or a delay claim as a result of any project problem, Change Order or delay which only results in the loss of

available positive float on the project schedule. Contractor further agrees that there will be no basis for a claim for cost escalation for any activity which is completed on or before its initially required late end date, as shown on the initial approved schedule, regardless of the justifiability of any delaying factors which might have resulted in elimination of float which was originally available for the activity

2. Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than geographical area and, in addition, that these weather conditions critically impacted the final project completion date by delaying the performance of work on the main project critical path. If abnormal weather losses can be shown to have affected the project critical path, a non-compensable time extension will be considered for that portion of the proven weather-related delays which exceeded the normal weather losses which should have been anticipated for the quarterly period in question.

No time extensions will be considered for any weather impacts which do not affect work on the main project critical path. Contractor agrees that there will be no basis for a claim for any additional compensation resulting from any time extension issued for weather-related delays.

3. In order for a given issue (i.e., delay, Change Order, etc.) to be considered as a basis for a total project time extension, it must meet both of the following criteria:
  - a) It must be totally beyond the control of the Contractor and due to no direct or indirect fault of the Contractor; and
  - b) It must result in a direct delay to work on the main project critical path.
4. Contractor acknowledges and agrees that actual delays to activities which, according to the schedule, do not directly affect the main project critical path do not

have any effect on the Contract Completion Date or dates and will not be the basis for a change therein.

5. Concurrent delays are defined as two (2) or more delays or areas of work slippage which are totally independent of one another and which, if considered individually, would each affect the final project completion date according to the Schedule.

Where the Engineer determines that concurrent delays exist, Contractor acknowledge and agrees that the following criteria will be used to evaluate time extension:

- a) If the current schedule shows two (2) or more concurrent delays, with one (1) analyzed to be the responsibility of the Owner and the other analyzed to be the responsibility of the Contractor, a time extension will only be considered if the Owner-caused delay affects the main project critical path and if this delay is shown by greater amount than the other concurrent delays when their impacts are independently considered. In this event, a time extension will only be considered for that portion of time by which the Owner-caused delay exceeds all concurrent non-Owner caused delays. For example, if an Owner-caused impact delays the project by 100 days and concurrent Contractor-caused slippage independently delays the final completion date by 90 days, a compensation time extension will only be considered for a maximum of ten (10) days, provided the Owner caused delay is on the project critical path.

The Contractor acknowledges and agrees that for the purposes of considering a time extension request, an activity will not be considered to have been subject to a claimed delay unless all originally scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist on the schedule at the time claimed for the delay impact.

Each request for change in any Contract Completion Date shall be submitted by the Contractor to the Engineer within ten (10) days after the beginning of the delay for which a time extension is requested (unless the Engineer grants a further period of time before the date of final payment under this contract). No time extension will be granted for requests which are not submitted within the foregoing limit. No time extension request shall be

considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delaying impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical path activities affected and the dates of impact; and
5. In the case of Change Order Work, an analysis must be furnished showing the specific work required and the manner in which this work will be interfaced with the schedule.

D. Delays Claims

1. Logs of Activity Performance - The Engineer will maintain a complete log of the actual start and finish date of each schedule activity as well as its percentage of completion for each month of the project. Records will also be carefully maintained of all changes in activity sequencing, duration, crew size and payment estimates, scope, etc. Change order or disputed work will be monitored on a daily basis, both for schedule performance and the manpower and cost of achieving daily performance.
2. Planned, Adjusted and As-Built Schedules - Information maintained by the Engineer will be used by the Owner as necessary in the preparation of AS-PLANNED, ADJUSTED AS-PLANNED and AS-BUILT network schedules for analysis of the extent and responsibility for any claimed delay. The amount of any equitable adjustment to the Contract will be determined both from the extent of the delay and the reasonable damages incurred by the Contractor based on considerations of the approved payment values of the base contract or changed contract work and/or recorded costs of disputed work.

E. Prevention of Delays - If Contractor causes a delay or is about to cause a delay due to lack of manpower or lack of construction equipment, the Engineer shall have the authority to direct the Contractor to add such additional resources as may be

necessary, in the Engineer's opinion, to maintain or to regain schedule dates.

F. Penalties for Late Completion - This project has liquidated damage provisions as stipulated in the Contract. Information provided by the updating of the schedules will be utilized in determining responsibility for delays in the schedule. Should construction carry on beyond contract termination date, Contractor's financial responsibility will be so determined using the Official Project Schedule.

G. Compliance with the Schedule - If the Contractor fails to adhere to the Official Project Schedule, or to its latest update, the Contractor must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the work in accordance with said schedule. In the event a notice is received of a change in the contract or any extra work to be performed, or of any other conditions which are likely to cause or are actually causing delays, the Contractor shall notify the Engineer in writing within 10 days of the effect, if any, of such change, or extra work, or suspension or other conditions upon the Official Project Schedule and shall state in what respects, if any, the Official Project Schedule should be revised with the reasons therefore.

#### 80. ADDITIONAL SUBMITTALS

The Contractor shall also furnish on forms to be approved by the Owner periodical itemized estimates of work done for the purpose of making partial payments thereon. As specified in Section 97, the values employed in making up any of these schedules will be used only in determining the percent completion on the job site.

#### 81. SUBCONTRACTING

All Subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by Owner. All persons engaged in the Work, whether or not as approved Subcontractors, shall be deemed to be employees of Contractor for all purposes and Contractor hereby assumes, in addition to any liability imposed by law upon Contractor for its Subcontractors, full responsibility and liability for such Subcontractors as if they were the employees of Contractor. Nothing in this Contract shall be construed to create any contractual relationship between Owner and any Subcontractor or supplier. All relations with approved Subcontractors and suppliers shall be the responsibility

of Contractor, and Owner shall not be responsible or obligated to deal directly with any Subcontractor or supplier.

Contractor is responsible for providing, performing, and completing all Work that meets or exceeds specified requirements notwithstanding specific references in the Contract Drawings or Specifications to duties and obligations of other contractors, Subcontractors, suppliers, manufacturers, trades, etc., all at no extra cost to Owner other than the Contract price. All such duties and obligations specifically imposed upon such other contractors, Subcontractors, suppliers, manufacturers, trades, etc., shall be deemed to be imposed upon Contractor.

Owner's approval of any Subcontractor, supplier, or subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract on or before the completion date or for the proper performance of all other requirements of this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of all Subcontractors and suppliers as Contractor is for its own acts, omissions, and performance.

If Owner refuses to approve any Subcontractor or supplier, or, having once approved a Subcontractor or supplier, thereafter advises Contractor that such Subcontractor or supplier is no longer acceptable to Owner, then Contractor shall undertake the Work itself or propose another Subcontractor or supplier for Owner's approval. No adjustment of the Contract price or Contract time shall be made as a result of Owner's refusal to approve, or Owner's revocation of any approval of, any Subcontractor or supplier.

This Section shall not be construed to prohibit Owner, if and when it exercises any of its rights under GCC-101(A) of these General Contract Conditions, from entering into an independent contractual relation with any Subcontractor or supplier employed by Contractor, and no such relation shall be construed as interfering with any Subcontract or other relation Contractor may have with such Subcontractors and suppliers.

82. NOT APPLICABLE

83. CHANGES TO THE CONTRACT

The Owner may at any time, without notice to surety, by written order, make any changes in the work, additions or

deletions, within the general scope of the contract, including but not limited to changes:

- 1) In the specifications (including drawings and designs);
- 2) In the time, method or manner of performance of the work;
- 3) In the Owner furnished facilities, equipment, materials, services or site, or;
- 4) In directing acceleration of the performance of the work.

All changes in the Contract, additions or deletions, must be approved in writing by the Owner prior to the Contractor or subcontractors commencing the contract modifications. Any "extra work" or change order performed without a properly executed written change order shall be at no cost to the Owner.

In the absence of a written change order, if the Engineer or Owner shall direct, order or require any work, whether orally or in writing which the Contractor deems to be "extra work," the Contractor shall nevertheless comply therewith, but shall within five days give written notice to the Engineer stating why he deems it to be "extra work". The written notice is for the purpose of (1) allowing the Engineer the opportunity to cancel the order, direction or requirement; (2) allowing the Engineer an opportunity to keep accurate record of materials, labor and other items used to perform the work; (3) allowing the Engineer or the Owner an opportunity to take action as it may deem advisable in light of the Contractor's claim. Accordingly, the failure of the Contractor to serve notice shall be deemed to be a conclusive and binding determination on his part that the direction, order or requirement of the Engineer is not "extra work" and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages.

#### 84. PRICING OF CHANGES

The equitable adjustment for any change in the work (increase/decrease, credit) shall be determined by one or more of the following methods:

- a) By prices specifically named in the specifications or proposals.
- b) By acceptance of agreed-upon unit prices based on the estimated cost plus overhead and profit as applicable.



- c) By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- d) By estimate of the value as discernible from the form of invoice.
- e) By acceptance of agreed-upon lump sum prices based on the estimated cost.

Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined following. Overhead shall be considered to include, but not be limited to insurance bond or bonds, field and office supervisors and assistants above the level of foremen, use of hand/small tools and minor equipment, incidental job burdens, general office expense, etc.

Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

- Item 1 - Cost of materials delivered to the job site for incorporation into the contract work.
- Item 2 - Wage paid to workmen and foremen and wage supplements paid to labor organization in accordance with current labor agreements.
- Item 3 - Premiums or taxes paid by the contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, not of actual and anticipated refunds and rebates.
- Item 4 - Sales taxes paid as required by law.
- Item 5 - Allowance for the use of construction equipment (exclusive of hand tools and minor equipment) as approved for use by the Engineer. The rental rate for self-owned equipment used shall be reasonable and shall be based upon those prevailing in the area of the County where such work is to be done, and shall be agreed to in writing before the work is begun. For equipment which is already on the project, the rental period shall start when ordered to work by the Engineer, and shall continue until

ordered to discontinue by him. For equipment which has to be brought to the project site for a specific operation ordered by the Engineer, the Owner will pay all loading and unloading costs, also all transportation costs to and from the project within the boundaries of Rockland County provided, however, that the cost of return transportation shall not exceed that of moving the equipment to the project. The minimum payment for any one rental period shall be for 4 hours, unless otherwise agreed upon between the Engineer and the Contractor. The rental period shall begin at the time the equipment has been unloaded on the project, and shall end on and include the day the order to discontinue the use of the equipment is given to the Contractor by the Engineer. The daily rate shall apply for rental periods of 4 calendar days or less, the weekly rate shall apply for rental periods of more than 4 and not exceeding 21 calendar days, and the monthly rate shall apply for rental periods in excess of 21 calendar days. For fractional periods above the full unit rental period (day, week, month) reimbursement shall be proportioned on the basis of the applicable rental period (Day = 8 Hours; Week = 7 Calendar Days; Month = 30 Calendar Days). In the alternative, the Engineer-in-charge may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment shall be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance of all rental equipment shall be paid for at the actual cost.

- Item 6 - When the material furnished under item (1) is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When the salvage value of salvable material furnished under Item (1) exceeds the cost of salvage, a suitable credit shall be given the Owner.

Regardless of the method used to determine the value of any change, the Contractor shall submit evidence satisfactory to the Owner to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for

overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.

If the work is done directly by the Contractor, under method (b), (c), (d), or (e), overhead and profit may be added to the cost of the labor and materials. The amount allowed for overhead and profit shall be determined by negotiations. The objective of the negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on the Engineer's assumption of risk and input to total performance. In no case, however, shall the percentage for overhead be more than 10% of the cost of labor and materials. The percentage for profit shall in no case be greater than 10% of the cost of labor, materials and overhead. These maximum allowable overhead and profit percentages shall be applicable to all changes (increase/ decrease, credit). No amount for overhead and profit shall be allowed on the premium portion of overtime pay. No amount for overhead and profit shall be allowed on payroll taxes which include unemployment insurance, FICA tax, workman's compensation, overtime portion of pay, and other payroll taxes required by law. No overhead and profit shall be allowed for insurances the Contractor is contractually required to maintain.

If the work is done by a subcontractor under method (b), (c), (d), or (e) the subcontractor may be compensated for overhead and profit negotiated but with a maximum allowable overhead of 5% of the cost of labor and materials and a maximum profit of 10% of the cost of labor, materials and overhead. These overhead and profit percentages shall be considered to include all allowances to subcontractors, including the subcontractor's overhead and profit. These maximum allowable overhead and profit percentages shall be applicable to all changes (increase/decrease, credit). No amount for overhead and profit shall be allowed on the premium portion of overtime pay. No amount for overhead and profit shall be allowed on payroll taxes which include unemployment insurance, FICA tax, workman's compensation, overtime portion of pay, and other payroll taxes required by law. No overhead and profit shall be allowed for insurances the Contractor is contractually required to maintain.

The Contractor shall only be entitled to a maximum allowable overhead of 5% for subcontractors' costs, overhead, and profit. The Contractor is not entitled to profit or any other compensation for subcontractors' work.

The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

85. MUTUAL ACCORD AND SATISFACTION

The increase or decrease in Contract price and/or Contract Time stated in a change order shall unequivocally comprise the total price and/or time adjustment due or owed the contractor for the work or changes ordered by the change order. By accepting a change order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all increases or decreases in the cost of or the time required to perform the Contract as a whole arising directly or indirectly from the change order, including costs and delays associated with the interruption of schedules, extended overheads, delays, cumulative impacts or ripple effect on all other parts of the work under the contract not changed by the change order. Signing of the change order constitutes full and mutual accord and satisfaction for the adjustment in contract price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the change order represents the due and owed adjustment to the Contract, and that the Contractor will waive all rights to file a claim on this change order after it is properly executed.

86. DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer and Owner deem it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Sum shall be made therefor.

87. TIME OF THE ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence of the Contract.

88. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. Acceptance of material and workmanship by the inspectors shall not relieve

the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If the Contractor does not remove such condemned work and materials within 10 days after written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within 10 days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceed thereof, after deducting all the costs and expenses that should have been borne by the Owner.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable.

#### 89. WARRANTY OF WORK

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants that the strength of all parts of all equipment, materials, and supplies incorporated into the Work shall be adequate and as specified and sufficient to meet the performance requirements of this Contract. The warranty herein expressed shall not be the sole and exclusive warranty but, rather, shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after the date of the "certificate of substantial completion" or such longer period as may be prescribed in the Drawings and Specifications, in the Special Contract Conditions, or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. Nothing contained in this Subsection GCC-89(B) shall be construed to establish a period of limitation with respect to other obligations that Contractor has under this

Contract. The time period established in this Subsection GCC-89(B) relates only to the specific obligation of Contractor to correct Work and has no relationship to the time within which the obligations to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work."

90. CORRECTION OF WORK AFTER CERTIFICATE OF SUBSTANTIAL COMPLETION

A. Contractor Duty to Correct Without Delay. In the event of any claim by Owner pursuant to GCC-89 above that the Work is defective, damaged, flawed, unsuitable, nonconforming, or that the Work fails to fulfill the above warranty, Contractor shall be given a reasonable opportunity to confirm the validity of such claim, but Contractor shall not, unless authorized in writing by Owner, delay correction of the claimed defect, damage, flaw, unsuitability, nonconformity, or failure while making such determination. In the event any such claim is shown to be invalid following such correction by Contractor, Owner shall pay the cost of such correction.

B. Owner's Right to Correct. If, within three (3) business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to GCC-89 above, Contractor fails, refuses, or neglects to make, or to undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

If in the judgment of Owner, the delay required to give Contractor the aforesaid three (3) business days notice would cause serious damage or loss that could be avoided by immediate action, Owner shall have the right, without giving prior notice to Contractor, to perform, or to have performed, all work necessary to make the corrections and to recover from Contractor the cost of such corrections. In such event, Contractor shall be notified as promptly as possible and shall assist, whenever possible, in making the necessary corrections.

91. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond or if for

any specific reason such bond shall, in the Owner's opinion, cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond in such form and sum signed by such other sureties, as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor be made until the new sureties shall have qualified.

## 92. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit which certifies so far as he has knowledge or information that the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. Upon request of the Owner, the Contractor shall at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or liens which may be filed against the property as a result of this Contract.

## 93. ASSIGNMENT

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under GCC-101(a) of the General Contract Conditions. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the contractual date of substantial completion, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable

for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

94. NOT APPLICABLE

95. NO WAIVER OF LEGAL RIGHTS

The Owner or the Engineer shall not be precluded or stopped by any measurement, estimate, or certificate, made or given by them, or any agent or employee of the Owner, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the project and payment thereof pursuant to any measurement, estimate, or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor, or from showing at any time, that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or materials, or any part thereof do not conform in fact to the specifications and contract, and the Owner shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurements, estimates, certificate, or payment be found, or be known to be inconsistent with the terms of the contract or otherwise improperly given, and the Owner shall not be precluded and stopped, notwithstanding any such measurement, estimate, certificate or payment in accordance therewith, from demanding and recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the specifications and contract, or on account of any overpayment or overpayments made on any estimate or certificate. Neither the acceptance of the Engineer or any agent or employee of the Owner, nor any estimate or certificate by the Engineer, for any payment of money, nor any payment, for, nor acceptance of the whole or any part of the work by the Owner, or the Engineer nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any portion of the contract or of any power herein reserved by the Owner or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

96. NOT APPLICABLE



## 97. ESTIMATES AND PAYMENTS

In computing the amount of the estimates of work done, the stated unit prices will be used when the estimate is on a unit price basis.

When the project has been completed in accordance with the plans and specifications, and has been accepted, payment in full will be certified by the Engineer provided the work is accepted on or before the specified completion due or any authorized extension thereof.

In making up the final estimate, the linear measurement made along the horizontal axis of the surface of the finished work will be considered the length of the work. All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in any contract shall be accepted as final, conclusive and binding upon the Contractor.

The final certificate will constitute the acceptance of the work by the Owner except as to the work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the work.

For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

Upon satisfactory completion of the work performed under this agreement as a condition before final payment under this agreement or as a termination settlement under this agreement the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of this agreement except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this agreement or by State law or otherwise expressly agreed to by the parties to this agreement final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this agreement or applicable performance and payment bonds.

#### 98. OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor so much of any payments due him as may in the judgement of the Owner be necessary:

- (a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- (b) to protect the Owner from loss due to defective work not remedied; or
- (c) to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors. Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.
- (d) a reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

#### 99. FINAL INSPECTION AND TIME OF COMPLETION

A date for final inspection of the work by the Engineer and Owner shall be set by the Contractor in a written request therefor, which date shall be not less than ten (10) days after the date of such request. Prior to the final inspection, the various items of equipment and related work shall be placed in operation by the Contractor to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved Shop Drawings.

After these tests, the Contractor shall certify in writing to the Engineer and Owner that they have observed such tests, and that they approve of the installation and operation. The duration of the tests shall be not less than 24 hours.

The work will be deemed complete as of the date so set by the Contractor, if, upon such inspection the Engineer determines that no further work remains to be done at the site. However, if such inspection, in the opinion of the Engineer, reveals items of work

still to be performed, the Contractor shall promptly perform them and then request a reinspection. If, under any reinspection the Engineer determines that the work is complete, the date of completion shall be deemed to be the actual date of such reinspection, which shall be made not less than one (1), no more than ten (10) days after the date of the request therefor.

In the event that certain portions of the work are required to be placed in use before completion of all work included under the Contract, the Contractor shall request an inspection of such portions of the work so required in the same manner as specified above for final inspection. During such inspections, the work shall be clean and free from materials which would interfere with the inspection.

In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the work has been properly and satisfactorily constructed in accordance with the requirements of the Plans and Contract Documents.

#### 100. CERTIFICATE OF COMPLETION

Upon the completion of all work whatsoever required, the Engineer shall file a written certificate with the Owner, and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefor.

#### 101. TERMINATION FOR DEFAULT-DAMAGES-TIME EXTENSION

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of any utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage or cost to the Owner resulting from his refusal or failure to complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages for each day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs occasioned by the Owner in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages for each day of delay until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

- 1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or delays or subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers;
- 2) The Contractor, within 5 days from the beginning of any such delay notifies the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgement, the findings of fact justify such an extension.

(e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(f) As used in paragraph (d)(1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

## 102. DELAYS AND TIME EXTENSIONS

If the Contractor is delayed at any time in the progress of work by any act or neglect of the Owner or by any separate

Contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the Owner, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time as the Owner may determine that such event has delayed the critical path of the work or overall completion of the work if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Owner, not more than 5 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress narrative report to the Owner. Within thirty days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the work or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay shall be waived by the Contractor.

Except as otherwise provided, extension of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the work or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that the Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the Owner's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable delays, it being acknowledged that the Contract Amount includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

103. REMOVAL OF EQUIPMENT AND SUPPLIES

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

104. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency that threatens loss or injury of property or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Owner of the emergency action immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner and the amount of compensation if any shall be determined by agreement prior to the issuance of a formal contract modification to the contract. However, if the emergency is created or aggravated by the Contractor, he shall be liable for the resulting damages. If the Contractor fails to take the necessary action as required by such an emergency, the Owner has the option to assign another Contractor or use his own forces to perform the emergency work.

105. CONTRACTORS' INSURANCE

The Contractor shall procure and maintain at his own expense, and without expense to the Owner, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law, of the kinds and amounts thereafter provided, with insurance companies authorized to do such business in the State of New York and with a minimum financial responsibility rating of "A" in accordance with acceptable standards by AM BEST, covering all operations under the Contract, whether performed by him or by subcontractors. The Contractor shall furnish to the Owner, a certified copy of the original policy, with an endorsement naming the Owner and the County of Rockland as Additional Insured, as soon as is practicable and as a condition prior to payment. Before commencing the work, the Contractor shall provide a Policy Declarations sheet confirming the policy period and specified coverage, with an ACORD Certificate of Insurance indicating that the policy was endorsed with the Owner and the County of Rockland as an Additional Insured, and such number as Owner may request of a Certificate or Certificates of Insurance in form satisfactory to the Owner, showing that he had complied with

this section, which Certificate or Certificates shall provide that the policies shall not be changed or cancelled until 60 days written notice has been given to the Owner. The Contractor's insurance policy shall cover all the work performed by his subcontractor(s). The Contractor shall obtain Certificates of Insurance from each subcontractor employed in the performance of work under this Contract, showing the said subcontractor(s) have complied with all of the Insurance Requirements of this contract and furnish copies of said certificates to the Owner. The same specifications that shall apply to the Contractor shall also apply to any and all subcontractors, said insurance policies to be furnished by such subcontractor(s). The Contractor and subcontractor(s) shall provide Worker's Compensation Insurance and Disability Insurance for their respective employees, and the subcontractor(s) shall provide a copy of said policies to the Contractor/Engineer.

- (a) Commercial General Liability Insurance. Unless otherwise explicitly required by individual project specifications, each insurance policy shall have general liability limits not less than \$1,000,000 (One Million) per occurrence, and a general liability aggregate of \$2,000,000 (Two Million) per location. The Owner shall be named as an Additional Insured on the policy. The policy will apply to all claims arising out of occurrences during the policy period, and specifically related to this Contract, and shall be furnished in the types specified, covering the liability of the Contractor imposed by law for bodily injury and property damage with respect to all work performed by him under this Contract, including:
  - 1. Broad Form Contractual Liability Coverage.
  - 2. Broad Form Property Damage Coverage.
  - 3. Personal Injury Coverage.
  - 4. Owner's and Contractor's Protective Coverage
  - 5. Completed Operations Coverage to extend for a period of not less than three years from the date of acceptance by the Owner.
  - 6. Waiver of Subrogation in favor of the Owner, Engineers, Architect, State and Federal agencies and/or agents, inspectors and employees of this or any other municipal body or public utility, which

may have granted permits in connection with the work.

7. Any exclusions pertaining to blasting, explosion, collapse or underground property damage shall be deleted.
  8. All general liability insurance issued to and covering the liability for damages imposed by law upon the Owner with respect to all operations under this Contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner and of the agents and employees of the Insured. Such insurance shall name as an Additional Insured(s) the person(s) or corporation specified in this Contract and the Engineers and Architects of the Owner, Village of Sloatsburg, State and Federal government agencies, and/or the agents, inspectors and employees of these or any other municipal body or public utility which may have granted permits in connection with the work.
  9. Any exclusion relating to the work of subcontractors shall be deleted.
  10. Any exclusion relating to suit arising from injuries to employees of the contractor, and or injuries to employees of subcontractors shall be deleted.
- (b) Contractor's Automobile Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Automobile Liability Insurance in an amount not less than \$1,000,000 (One Million) per accident for injuries, including accidental death, and property damage. The policy will include coverage for any vehicle including owned, hired and non owned vehicles. Such insurance shall name as an Additional Insured(s) the person(s) or corporation specified in this Contract and the Engineers and Architects of the Owner, State and Federal government agencies, and/or the agents, inspectors and employees of this or any other municipal body or public utility which may have granted permits in connection with the work.
- (c) Excess Umbrella Liability Insurance. The Contractor shall procure and maintain during the life of this



contract, excess coverage in an amount not less than \$5,000,000 (Five Million) per occurrence. This policy shall be excess over all other policies of insurance required for general liability and automobile coverage. Such insurance shall name as an Additional Insured(s) the person(s) or corporation specified in this Contract and the Engineers and Architects of the Owner, State and Federal government agencies, and/or the agents, inspectors and employees of this or any other municipal body or public utility which may have granted permits in connection with the work.

- (d) Worker's Compensation and Employers' Liability Insurance. Policies covering the obligations of the Contractor and subcontractor(s) shall be provided in accordance with the statutory requirements and provisions of the NYS Worker's Compensation Law covering all operations under the Contract, whether performed by him or his subcontractor(s). The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law (Section 57).
- (e) NYS Disability Insurance. Policies covering the obligations of the Contractor and subcontractor(s) shall be provided in accordance with the provisions of the NYS Disability Law covering all operations under the Contract, whether performed by him or his subcontractor(s). The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Disability Benefits Law (Worker's Compensation Law Section 211).
- (f) Additional Insurance. The Contractor shall effect and maintain at his own expense such additional insurance policies as are required by the various public agencies, railroad companies, utility companies, etc., that have jurisdiction over or adjacent to the construction site (see Technical Specifications.)

#### 106. CONTRACTOR'S CLAIM FOR DAMAGE

If the Contractor shall claim compensation for any alleged damages sustained by reason of acts of the Owner, Engineer, any municipality in which work is being performed, or their officers, and agents, he shall give appropriate notice or if no time provisions is stated therein, then notice shall be within 5 days after the sustaining of such alleged damage. The Contractor shall make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such alleged damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such alleged damage; and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such alleged damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by the representatives of the Owner, all his books of accounts, daily reports, bank deposits books, bank statements, check books, and cancelled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract, and submit himself and persons in his employ for examination under oath by any person designated by the Owner to investigate claims made and filed within the time aforesaid, and the aforesaid records are submitted for examination, and the Contractor and his employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this Contract, except for the moneys certified by the Owner to be due under the provisions of this contract.

#### 107. INDEMNITY, DEFENSE OF ACTIONS OR SUITS

The Contractor shall defend, indemnify, save and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees that shall or may happen to the said work or to any part or parts thereof, or to any materials, building, equipment or other property that may be used or employed therein, or placed upon the ground, during the progress of the work, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, nor shall the Owner be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damage to any property, whether belonging to the Owner or to others, occurring during or resulting from the said work. The Contractor also agrees that he will properly guard against all such injuries, damages and compensation. The Contractor also agrees that he shall at all times defend, indemnify and save harmless the Owner, its officers and agents against all such injuries, damages and compensation arising or resulting from causes other than its neglect.

The named insured agrees to defend, indemnify save and hold harmless the County of Rockland, any Agency, Department or Commission thereof, and Rockland County Sewer District No. 1 from any claims arising out of the work performed under any contract or permits issued by the County of Rockland, and/or Rockland County Sewer District No. 1 to perform work upon owned, rented, or leased County properties.

The Contractor will, at his own expense, defend, indemnify and save harmless, the Owner, its officers and agents, and make good any damage and/or physical injuries that shall in the course of the work and construction under this Contract be done or caused to any adjacent, abutting, or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under or overhead) and structures of all kinds, lessees, operators or occupants of any buildings and/or structures.

The indemnification obligations of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### 108. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor, or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the

Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

109. OWNER'S CONTROL SHALL NOT LIMIT CONTRACTOR'S RESPONSIBILITY OR RISK

The Contractor shall be solely, completely and continuously responsible, during the performance of this Contract, including such periods during which actual work may not be in process such as normal non-working hours, holidays, Saturdays and Sundays, strikes, for the conditions of the job site, which responsibility shall include the safety, directly or indirectly, or all persons and property involved in, related to or entering into or in the proximity of said job site whether or not such involvement, relation or entry is for performance of work or provision of services under this contract, and shall be held liable for any bodily injury, death or property damage arising, due to job site conditions, out of or contingent to the performance of all work under this contract.

The Contractor shall take all necessary precautions to prevent the same. Neither the completion of the work nor the final payment therefor shall discharge the Contractor from his responsibility for any claims from injury to persons or property which may have arisen during the work.

The Owner shall not be responsible, in any way, for the adequacy or inadequacy of any action taken or not taken by the Contractor which affects or might affect the safety of any individual or property, either directly or indirectly, during the performance of this Contract and the Engineer shall be held blameless and shall accrue no liability for any bodily injury, death or property damage arising out of or contingent to the performance of all work under this Contract.

110. SOIL EROSION AND SEDIMENT CONTROL PLAN

Soil erosion and sediment control shall conform to the requirements of the New York Guidelines for Urban Erosion and Sediment Control as well as the recommendations of the Rockland County Soil and Water Conservation District.

111. NOT APPLICABLE

## 112. ENUMERATION OF PLANS

The drawings and plans constituting the Contract Drawings shall be the following, supplemented by any additional drawings issued by the Engineer to further define the scope of the work:

<u>Drawing No.</u>	<u>Title</u>
G-001	Cover Sheet
G-002	List of Drawings
G-003	Abbreviations, Legend, Symbols, and Notes
C-001	Existing Site Plan
C-002	Erosion and Sedimentation Control Plan
C-003	Miscellaneous Details
C-004	Bypass Pumping Plan
D-001	Existing Pump Station Demolition - Lower Level Demolition Plan
D-002	Existing Pump Station Demolition - Intermediate Level Demolition Plan
D-003	Existing Pump Station Demolition - Ground Floor Demolition Plan
A-001	Architectural Notes, Schedules, Details
A-002	Door, Windows, and Louver Details
A-003	Pump Station - Lower Level and Intermediate Level Plans
A-004	Pump Station - Ground Floor and Roof Plans
M-001	Pump Station - Isometric View
M-002	Pump Station - Lower Level Plan
M-003	Pump Station - Intermediate Level Plan
M-004	Pump Station - Ground Floor Plan
M-005	Pump Station-Sections I
M-006	Pump Station-Sections II
M-007	Screenings Building Gate Replacement - Plan and Section
M-008	Miscellaneous Details
E-001	Notes, Legend, and Abbreviations
E-002	Electrical Site Plan
E-003	Existing Pump Station Demolition - Lower Level Plan
E-004	Existing Pump Station Demolition - Intermediate Level Plan
E-005	Existing Pump Station Demolition -Ground Floor Plan

E-006	Existing Pump Station Demolition -Roof Plan
E-007	Pump Station - Lower Level Lighting Plan
E-008	Pump Station - Intermediate Level Lighting Plan
E-009	Pump Station -Ground Floor Lighting Plan
E-010	Pump Station - Lower Level Power Plan
E-011	Pump Station - Intermediate Level Power Plan
E-012	Pump Station -Ground Floor Power Plan
E-013	Pump Station - Roof Level Power Plan
E-014	Power Diagrams
E-015	Control Diagrams
E-016	Schedules and Details
E-017	Schedules and Details
E-018	Details I
E-019	Details II
H-001	Notes, Legend, and Abbreviations
H-002	Airflow Diagram, Risers and Schedules
H-003	Existing Pump Station Demolition -Lower Level
H-004	Existing Pump Station Demolition - Intermediate Level Plan
H-005	Existing Pump Station Demolition - Ground Floor Plan
H-006	Existing Pump Station Demolition - Roof Plan
H-007	Pump Station - Lower Level Plan
H-008	Pump Station - Intermediate Level Plan
H-009	Pump Station - Ground Floor Plan
H-010	Pump Station - Roof Level Plan
H-011	Pump Station - Sections
H-012	Details I
P-001	Notes, Legend, and Abbreviations
P-002	Details and Risers
P-003	Pump Station - Lower Level Plan
P-004	Pump Station - Intermediate Level Plan
P-005	Pump Station -Ground Floor Plan

113. NOT APPLICABLE

114. NOT APPLICABLE

115. SALE OF TANGIBLE PERSONAL PROPERTY TO CONTRACTOR OR SUBCONTRACTOR

A. Transfer of Title to Material Delivered to Site - Title to all materials to be sold by the Contractor to the Owner pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the Owner upon delivery of such materials to the site. Notwithstanding such transfer of title, the

Contractor shall have the sole continuing responsibility to install such materials, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage hereto without cost to the Owner until such time as the work covered by the Contract is fully accepted by the Owner. Such transfer of title shall in no way affect any of the Contractors' obligations under the Contract. In the event that after title has passed to the Owner, any of such materials are rejected as being defective or otherwise unsatisfactory, the Contractor must then replace said defective or unsatisfactory materials with other acceptable materials at no additional cost to the Owner.

B. Exemption from Sales and Compensating Use Taxes of the State of New York and Cities and Counties

1. The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials sold to the Owner pursuant to this Contract. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to supplies and materials not incorporated into the completed Project and the Contractor and his subcontractor shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property or such unincorporated supplies and materials and the provisions set forth below will not be applicable to such tools, machinery, equipment, supplies and materials.

2. The purchase by the Contractor of the supplies and materials sold hereunder will be a purchase or procurement for resale and therefore not subject to the New York State sales or compensating use taxes or any such taxes of cities or counties. The sale of such supplies and materials by the Contractor to the Owner, which is a government agency, will not be subject to the aforesaid sales or compensating use taxes. With respect to such supplies and materials sold hereunder, the Contractor, at the request of the Owner, shall furnish to the Owner such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such supplies and materials free of encumbrances and the Contractor shall mark or otherwise identify all such supplies and materials as property of the Owner.

3. The purchase by subcontractors of supplies and materials to be sold hereunder will also be a purchase or procurement for resale to the Contractor (either directly or through other subcontractors) and therefore not subject to the

aforesaid sales or compensating use taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent construction and that such contract agreements are in a form similar to this contract with respect to the separation of the sale of supplies and materials from the work and labor to be provided.

4. If as a result of such sale of supplies and materials (1) any claim is made against the Contractor by the State of New York or any city or county for sales or compensating use taxes on the aforementioned supplies and materials or (2) any claim is made against the Contractor by a materialman or a subcontractor on account of a claim against such materialmen or subcontractor by the State of New York or in any city or county for sales or compensating use taxes on the aforementioned supplies and materials, then, if the Contractor and subcontractor have complied with the provisions of this Contract relating thereto, the Owner will reimburse the Contractor for an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- a. The subcontract agreements in connection with this Contract provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent construction; such subcontract agreements are in a form similar to this contract with respect to the separation of the sale of supplies and materials from the other work and labor to be provided; and such separation is actually followed in practice, including the separation of payments for supplies and materials from the payments for other work and labor;
- b. The Contractor and his subcontractors and materialmen obtain any and all necessary resale exemption certificates from the appropriate governmental agency or agencies and furnish a resale certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the work covered by this Contract;
- c. The Contractor and all subcontractors maintain and keep for a period of six (6) years after the date of final payment for the sale or, if a claim for sales or compensating use tax is pending or



threatened at the end of such six year period, until such claim is finally settled, records which, in the judgement of the Department of Taxation & Finance, adequately show (1) all materials and supplies purchased by them for resale pursuant to the provisions of this Contract and (2) all materials and supplies sold to the Owner pursuant to the provisions of this Contract.

- d. The Owner is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that the Owner may choose and to settle or satisfy said authorized to act for the purpose of contesting, settling and satisfying said claim; and
- e. The Contractor and the subcontractor give immediate notice to the Owner of any such claim, cooperate with the Owner and its designated attorney in contesting said claim and furnish promptly to the Owner and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six (6) years after the date of final payment for the sale or, if such a claim is pending or threatened at the end of such six (6) years, until such claim is finally settled. The Owner elects to contest any such claim, it will bear the expense of such contest.

5. Nothing in this Section is intended or shall be construed as relieving the Contractor from his obligations and the Contractor shall have the full continuing responsibility to install the materials and supplies purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the work covered by the Contract is fully accepted by the Owner.

#### 116. ACCEPTANCE AND FINAL PAYMENT

- (a) Upon completion of the project, the Engineer shall make a final inspection for approval of all the work done under this contract and shall, within 15 days after the acceptance of the work by the Engineer and the Owner, prepare a final certificate of the work done and the value thereof. The Owner shall upon approval of the final certificate promptly pay the Contractor the entire sum

so found due thereunder, after deducting all previous payments and all percentages and amounts to be kept and retained under provisions of this contract. All prior partial payments shall be subject to correction in the final estimate and payment.

- (b) Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Owner and Engineer that all payrolls, material bills and other indebtedness connected with the work have been paid.
- (c) The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claim for interest upon the Final Payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under the Contract or the Performance Bond.

#### 117. OPTIONAL TERMINATION

The Owner may, at its option, terminate the Contract, in whole or in part, at any time by ten (10) days' written notice (delivered by Certified or Registered Mail, Return Receipt Requested) to the Contractor, whether or not the Contractor is in default. Upon such termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with subparagraph (b) below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- i) immediately discontinue work on the date and to the extent specified in the notice;
- ii) place no further orders or subcontracts for materials, services or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;

- iii) promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice and;
- iv) assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Owner under the Contract.

Upon any such termination, Owner will pay to the Contractor an amount determined in accordance with the following (without duplication of any item):

- i) all amounts due and not previously paid to the Contractor for work completed in accordance with the contract prior to such notice and for work thereafter completed as in such notice;
- ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraphs (a) (iii) above;
- iii) the reasonable costs incurred pursuant to subparagraph (a) (iv) above;
- iv) any such reasonable costs incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by the Contractor.

118. NOT APPLICABLE

119. NOT APPLICABLE

120. LAND FOR THE CONTRACTOR'S USE

Land, easements and work areas for the purpose of this contract will be provided by the Owner. If the Contractor desires the temporary use, during construction, of the land or lands to which the Owner has no rights, he shall secure written permission from the owners and shall file a duplicate copy of such permission with the Engineer. Land shall not be used or occupied by the Contractor prior to the securing of permission. The Contractor shall at all times save harmless the Owner from actions by third parties by reason of any acts or omission by the Contractor.

Before the final acceptance of the work, and as a prerequisite to the release of the final payment, the Contractor shall secure a written release from the authorities having jurisdiction over the lands, including easements, occupied by him certifying to the satisfactory restoration of all pavements and other surfaces and utility structures removed or safeguarded for the work.

The Contractor shall confine his materials and their storage, and the operation of his workmen to limits indicated by laws, ordinances, permits and directions of the Engineer, and will not unreasonable encumber the premises with such materials, but shall store them in orderly fashion, so that they will not interfere with the work under this contract or other contracts, or with the operation of the Owner's facilities. The Contractor shall not load nor permit any part of the work to be loaded with weight that will endanger its safety or unduly affect the structure or any part thereof.

#### 121. DRAINAGE

In accordance with the applicable provisions of the specifications, the Contractor shall provide all materials required for the removal and disposal of water from trenches, tunnels, excavations for pipes, structures, and other points of the work. Groundwater shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until pipes and manholes have been backfilled and concrete has received its initial set. Adequate facilities shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities.

The Contractor shall provide and maintain acceptable ditches, flumes, or pumping installations, as required, to care for water courses and drainage facilities (natural or artificial) intercepted by his operations or by structures. Such facilities shall be adequate to carry peak storm flows, or any other of the normal functions of the water courses and drainage facilities. Plans for such facilities shall be submitted to the Engineer for approval prior to construction. Rerouted drainage channels shall be returned to their original position upon completion of the work, or as approved.

The Contractor will be held responsible for flooding of existing structures or adjacent properties due to any of his operations, and will be held liable for all claims due to flooding, or other damage caused by the above operations.

122. MINIMUM NOISE

The Contractor shall use every effort and means possible to minimize or eliminate noise caused by the Contractor's operation which the Engineer may consider objectionable. The Contractor shall provide working machinery, designed to operate with the least possible noise, and shall be limited to the minimum required to accomplish the actual task. All diesel powered equipment shall be properly muffled. Pumps and compressors shall not be operated at times other than between 8:00 a.m. and 5:00 p.m. on Monday through Friday, inclusive, except as approved by the Engineer. The contractor shall comply with all applicable noise ordinances.

END OF SECTION

## **SPECIAL CONTRACT CONDITIONS**

1. General Contract Condition 16 Record Drawings shall be supplemented by Specification 01700.
2. General Contract Condition 18 Shop Drawings shall be superseded by Specification 01300.
3. General Contract Condition 35 Operation and Maintenance Manuals shall be supplemented by Specification 01640.
4. General Contract Condition 39 Borings and Test Pits is Not Required for this project.
5. General Contract Condition 45 Progress Photos shall be superseded by Specification 01320.
6. General Contract Condition 64 Field Office is Not Required for this project.
7. Project Sign Figure No. 1.